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 Co-Conservator of the Estate

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

In re the Conservatorship of the Person and the
 Estate of:

BRITNEY JEAN SPEARS,
 Conservatee.

CASE NO. BP 108870

**DECLARATION OF JEFFREY D.
 WEXLER IN SUPPORT OF EX PARTE
 APPLICATION FOR ORDER TO SHOW
 CAUSE RE CONTEMPT**

Date: November 26, 2008
 Time: 8:30 a.m.
 Department: 9

FILED
 LOS ANGELES SUPERIOR COURT

NOV 29 2008

JOHN A. CLARKE, CLERK
 BY G. PEREZ, DEPUTY

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DECLARATION OF JEFFREY D. WEXLER

I, Jeffrey D. Wexler, declare:

1. I am an attorney licensed to practice law in the State of California and am a partner of the law firm of Luce, Forward, Hamilton & Scripps LLP ("Luce Forward"), counsel of record for James P. Spears ("Mr. Spears"), the father of conservatee Britney Jean Spears ("Britney") and the conservator of the person and co-conservator of the estate of Britney Jean Spears. Except as otherwise stated, the statements contained herein are based on my personal knowledge and experience. If called as a witness, I could and would testify competently to those facts.

2. Attached hereto as Exhibit A is a true and correct copy of the Ex Parte Application for Order Granting Protective Order Against Deposition of Temporary Conservatee Britney Spears in Florida Action; Memorandum of Points and Authorities, filed by Mr. Spears and Andrew M. Wallet ("Mr. Wallet"), co-conservator of the estate of Britney Jean Spears, in this matter on October 27, 2008.

3. Attached hereto as Exhibit B is a true and correct copy of the Opposition to *Ex Parte* Application for Order Granting Protective Order Against Deposition of Temporary Conservatee Britney Spears in Florida Action, filed by Wright Entertainment Group, LLC and Wright Entertainment Group, Inc. (collectively, the "Florida Plaintiffs") in this matter on October 28, 2008.

4. Attached hereto as Exhibit C is a true and correct copy of the portions of the transcript of the October 28, 2008 hearing in this matter concerning the *ex parte* application for protective order filed by Mr. Spears and Mr. Wallet (collectively, the "Co-Conservators").

5. Attached hereto as Exhibit D is a true and correct copy of the Order Granting Ex Parte Application for Order Granting Protective Order Against Deposition of Temporary Conservatee Britney Jean Spears in Florida Action (the "October 28 Order") filed by the Court on October 28, 2008.

1 6. The Florida Plaintiffs have never served Luce Forward with a motion for
2 reconsideration of the October 28 Order. Nor have they served Luce Forward with a writ
3 petition seeking review of the October 28 Order.

4 7. Attached hereto as Exhibit E is a true and correct copy of Plaintiffs' Motion for
5 Enforcement of This Court's Orders as to Jurisdiction and for Sanctions, filed by the Florida
6 Plaintiffs on November 21, 2008 in the Circuit Court of the Ninth Judicial Circuit in and for
7 Orange County, Florida in the lawsuit styled as *Wright Entertainment Group, LLC, et al. v.*
8 *Britney Spears, et al.*, Case No. 48-2007-CA-014233-O (the "Florida Action").

9 8. Before 10 a.m. on November 25, 2008, I faxed a letter to (a) William J. Sayers,
10 Esq., Farah S. Nicol, Esq., and Matthew K. Ashby, Esq. of McKenna Long & Aldridge LLP,
11 local counsel for the Florida Plaintiffs and (b) Clay M. Townsend, Esq., Keith Mitnik, Esq., and
12 Gregorio Francis, Esq. of Morgan & Morgan, P.A., counsel for the Florida Plaintiffs in the
13 Florida Action. At about the same time, I e-mailed the same letter to the same recipients. In that
14 letter, I gave notice to the Florida Plaintiffs and to Mr. Townsend of the Co-Conservators' intent
15 to bring an *ex parte* application before this Court at 8:30 a.m. on November 26, 2008 for
16 issuance of an Order to Show Cause re contempt. In my letter, I told counsel that, unless I heard
17 otherwise from them, I would inform the Court that they oppose the *ex parte* application and
18 plan to attend the hearing on the *ex parte* application. Attached hereto as Exhibit F is a true and
19 correct copy of the e-mail that I sent to counsel on November 25, 2008 attaching my letter to
20 counsel.

21 9. At about 10 a.m. on November 25, 2008, I spoke with Mr. Ashby concerning the
22 *ex parte* application. He told me that he had previously been unaware of the events giving rise to
23 the *ex parte* application, and that he expected that he would see me at the hearing on November
24 26, 2008.

25 10. On November 25, 2008, I e-mailed Samuel D. Ingham III, Britney's court-
26 appointed PVP counsel, concerning the Co-Conservators' intent to bring this *ex parte* application
27 at 8:30 a.m. on November 26, 2008. Mr. Ingham responded that he joins in and consents to the

1 relief being sought by the Co-Conservators and that he will attend the hearing on the *ex parte*
2 application.

3 Executed on November 25, 2008 at Los Angeles, California. I declare under penalty of
4 perjury of the laws of the State of California that the foregoing is true and correct.

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7 JEFFREY D. WEXLER
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Temporary Co-Conservator of the Estate
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12 Attorneys for Andrew M. Wallet,
Temporary Co-Conservator of the Estate

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF LOS ANGELES, CENTRAL DISTRICT
15

16 In re the Conservatorship of the Person and the
Estate of:

17 BRITNEY JEAN SPEARS,
18 Temporary Conservatee.
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CASE NO. BP 108870

**EX PARTE APPLICATION FOR ORDER
GRANTING PROTECTIVE ORDER
AGAINST DEPOSITION OF
TEMPORARY CONSERVATEE BRITNEY
SPEARS IN FLORIDA ACTION;
MEMORANDUM OF POINTS AND
AUTHORITIES**

Date: October 28, 2008

Time: 8:30 a.m.

Department: 9

Judge: Hon. Reva Goetz, Judge Pro Tem

1 PLEASE TAKE NOTICE that James P. Spears ("Mr. Spears") as temporary conservator
2 of the person and temporary co-conservator of the estate of Britney Jean Spears and Andrew M.
3 Wallet ("Mr. Wallet") as temporary co-conservator of the estate of Britney Jean Spears will, and
4 hereby do, respectfully apply to the Court *ex parte* for an Order providing that Wright
5 Entertainment Group, LLC and Wright Entertainment Group, Inc. (collectively, the "Florida
6 Plaintiffs") may not take the deposition of temporary conservatee Britney Jean Spears
7 ("Britney") in a lawsuit (the "Florida Action") brought by the Florida Plaintiffs in Florida, unless
8 and until this Court terminates the conservatorship or enters an Order finding that Britney is able
9 to be deposed, whichever is earlier, and/or to impose specified terms and conditions sufficient to
10 protect Britney at any deposition that ultimately may be taken.

11 This application is based on this Application, the Memorandum of Points and Authorities
12 attached hereto, the Declaration of Jeryll S. Cohen filed concurrently herewith, the [Proposed]
13 Order lodged concurrently herewith, and such argument as may be presented in connection with
14 the Application.

15 As set forth in the Declaration of Jeryll S. Cohen ("Cohen Decl.") filed concurrently
16 herewith, Messrs. Spears and Wallet: (1) gave notice of this Application to Clay Townsend of
17 Morgan & Morgan, P.A., counsel for the Florida Plaintiffs, in telephone conversations on
18 October 21, 2008 and October 23, 2008; and (2) gave notice of this Application to Samuel
19 Ingham III, PVP counsel for Britney, on October 21, 2008 and October 22, 2008. Mr. Townsend
20 stated that he opposes the Application and will appear at the hearing on the Application. Mr.
21 Ingham stated that he consents to the Application and will appear at the hearing on the
22 Application.

23 In a telephone call on October 21, 2008, counsel for Mr. Spears agreed to Mr.
24 Townsend's request that the hearing on the *ex parte* application be continued until the week of
25 October 27, 2008 based upon Mr. Townsend's promise that he would take no action in the
26 Florida Action prior to the hearing on this *ex parte* application. See Cohen Decl., ¶¶ 8-9.
27 Notwithstanding this promise, Mr. Townsend on October 27, 2008 informed the Temporary Co-
28 Conservators that he was attempting to schedule a hearing before the Florida court for 8:30 a.m.

1 on October 28, 2008 for an emergency motion to enjoin this *ex parte* application. See *id.*, ¶ 13,
2 Ex. G.

3 Respectfully submitted,

4 DATED: October 27, 2008

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

6 By: 

Jeffrey D. Wexler

Attorneys for Temporary Conservator of the Person and
Temporary Co-Conservator of the Estate James P.
Spears

10 DATED: October 27, 2008

ANDREW M. WALLET

13 By: 

Andrew M. Wallet

Temporary Co-Conservator of the Estate

1 FACTUAL BACKGROUND

2 On October 27, 2008, plaintiffs Wright Entertainment Group, LLC and Wright
3 Entertainment Group, Inc. (collectively, the "Florida Plaintiffs") filed a Complaint in the Circuit
4 Court of the Ninth Judicial Circuit in and for Orange County, Florida (the "Florida Court"),
5 initiating the lawsuit styled as *Wright Entertainment Group, LLC, et al. v. Britney Spears, et al.*,
6 Case No. 48-2007-CA-014233-O (the "Florida Action"). *See* Cohen Decl., Ex. B.

7 The Florida Plaintiffs' Complaint named as defendants Britney and Britney Touring, Inc.
8 ("BTI"). *See id.* Because Britney was and is a temporary conservatee, on May 14, 2008 the
9 Temporary Co-Conservators answered the Complaint on behalf of Britney and BTI. *See id.*, Ex.
10 C.

11 In a May 9, 2008 Case Management Order, the Florida Court set a discovery cut-off date
12 of January 8, 2010 and a trial date of March 9, 2010. *See id.*, Ex. D.

13 On October 14, 2008, the Florida Plaintiffs sent by e-mail a Subpoena Duces Tecum for
14 Deposition to counsel for the Temporary Co-Conservators in the Florida Action, purporting to
15 set Britney's deposition for November 17, 2008 in Los Angeles. *See id.*, Ex. E. As of this date,
16 the Florida Plaintiffs have not yet obtained a commission from a California court to take
17 Britney's deposition. *See id.*, ¶ 6.

18 On October 21, 2008, Mr. Spears' counsel and Mr. Wallet had a telephone conversation
19 with counsel for the Florida Plaintiffs concerning the Florida Plaintiffs' Subpoena for Britney's
20 deposition. *See id.*, ¶ 7. Mr. Spears' counsel and Mr. Wallet told counsel for the Florida
21 Plaintiffs that the Court had found in the February 6 Order that Britney "does not have the
22 capacity to retain counsel," and had found at the May 29 Hearing that she could not
23 meaningfully participate in the conservatorship proceedings or any other litigation, including the
24 discovery process, and that such participation could in fact be harmful to her. *See id.*
25 Accordingly, Mr. Spears' counsel and Mr. Wallet told counsel for the Florida Plaintiffs that
26 Britney's deposition could not properly be taken unless and until the Court terminates the
27 conservatorship or enters an Order finding that Britney is able to be deposed, whichever is
28 earlier. *See id.* Counsel for the Florida Plaintiffs stated that his clients wished to proceed with

1 Britney's deposition. *See id.* Mr. Spears' counsel suggested in that telephone call that the
2 Florida Plaintiffs take Britney's deposition by written interrogatories. *See id.* The Florida
3 Plaintiffs' counsel said that he would consider the proposal but did not think that he would
4 proceed by written interrogatories rather than by deposition. *See id.*

5 At the request of counsel for the Florida Plaintiffs, Mr. Spears' counsel agreed to
6 postpone the hearing on the *ex parte* application to a date during the following week (the week of
7 October 27, 2008), predicated upon the promise of counsel for the Florida Plaintiffs that he
8 would not take any action in the Florida Action prior to the hearing on this *ex parte* application.
9 *See id.*, ¶¶ 8-9.

10 On October 24, 2008, Mr. Spears' counsel suggested that the Florida Plaintiffs agree to
11 postpone Britney's deposition for 60 days without prejudice to any party's rights with respect to
12 any matter. *See id.*, ¶¶ 10-11, Ex. F. Plaintiffs' counsel declined this suggestion. *See id.*, ¶ 11.

13 On October 27, 2008, the Florida Plaintiffs' counsel informed the Temporary Co-
14 Conservators that he was attempting to schedule a hearing before the Florida court for 8:30 a.m.
15 on October 28, 2008 for an emergency motion to enjoin this *ex parte* application. *See id.*, ¶ 13,
16 Ex. G. The Florida Plaintiffs' counsel did not explain how he could properly bring such a
17 motion when he had promised not to do so in order to induce the Temporary Co-Conservators to
18 postpone the hearing on this application from October 22, 2008 to the week of October 27, 2008.

19 20 LEGAL ARGUMENT

21 **I. THERE IS GOOD CAUSE FOR GRANTING A PROTECTIVE ORDER** 22 **AGAINST THE TAKING OF BRITNEY'S DEPOSITION UNTIL THIS COURT** 23 **TERMINATES THE CONSERVATORSHIP OR ORDERS THAT THE** 24 **DEPOSITION MAY GO FORWARD.**

25 **A. The Court has Jurisdiction under Section 2029.010 to Enter a Protective** 26 **Order.**

27 Under Cal. Civ. Proc. Code § 2029.010, where a party seeks to take a deposition in
28 California for use in an action outside of California (whether through a commission or "on notice
or agreement"), "the deponent may be compelled to appear and testify, and to produce
documents and things, in the same manner, and by the same process as may be employed for the

1 purpose of taking testimony in actions pending in California.” *Id.* Because California courts
2 have jurisdiction to determine pursuant to California procedure whether to compel a deponent to
3 appear at deposition, it follows that a person asserting objections to a deposition taken in
4 California for use outside of California may assert such objections in California courts pursuant
5 to California procedure.

6 On its face, Section 2029.010 is not limited to the depositions of non-parties taken in
7 California; to the contrary, the statute applies to depositions taken by notice. Accordingly, the
8 statute’s invocation of California procedure would apply even if Britney were considered a party
9 to the Florida Action (which she may not be, by reason of her status as a temporary
10 conservatee).² The fact that this Court has the power to grant a protective order against a
11 subpoena issued by a court outside Florida is confirmed by the Uniform Interstate Depositions
12 and Discovery Act (the “UIDDA”) approved in August 2007 by the National Conference of
13 Commissioners on Uniform State Laws. The UIDDA provides that an application for a
14 protective order against a subpoena issued in connection with an out-of-state court is subject to
15 the laws of the state in which the deposition is to be taken and must be submitted to a court in the
16 state where the deposition is to be taken.³ *See* UIDDA, § 6.

17 In any event, Britney’s status as a temporary conservatee under the protection of this
18 Court gives the Court the power to take all steps necessary to protect her, whether or not she is a

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20 ² As a matter of California statute, because Britney is a conservatee, she may appear in a
21 lawsuit only through her conservator. *See* Cal. Civ. Proc. Code § 372(a) (“[w]hen . . . a person
22 for whom a conservator has been appointed is a party, that person shall appear . . . by a . . .
23 conservator of the estate”). Similarly, Florida law recognizes that, where a Florida court has
24 appointed a conservator, the conservator may with the Florida court’s approval defend claims on
25 behalf of the conservatee. *See* Fla. Stat. § 744.441(11) (“[a]fter obtaining approval of the court
26 pursuant to a petition for authorization to act, a plenary guardian of the property, or a limited
27 guardian of the property within the powers granted by the order appointing the guardian or an
28 approved annual or amended guardianship report, may . . . [p]rosecute or defend claims or
proceedings in any jurisdiction for the protection of the estate and of the guardian in the
performance of his or her duties”); Fla. Stat. § 747.035 (“[t]he conservator shall have all the
rights, powers, and duties of a guardian of the property as established in chapter 744”).

³ Effective January 1, 2010, California will replace Section 2029.010 with its version of the
UIDDA, to be codified at Cal. Civ. Proc. Code §§ 2029.100 *et seq.* (enacted on August 1, 2008
through Assembly Bill No. 2193). New Cal. Civ. Proc. Code § 2029.600(a) will provide that
“[i]f a dispute arises relating to discovery under this article, any request for a protective order or
to enforce, quash, or modify a subpoena, or for other relief may be filed in the superior court in
the county in which discovery is to be conducted and, if so filed, shall comply with the
applicable rules or statutes of this state.” *Id.*

1 party to the Florida Action and even if California courts otherwise lacked the power to grant
2 protective orders with regard to depositions of California deponents for use in depositions taken
3 outside of California (which they do not).

4 **B. The Court Should Enter a Protective Order.**

5 Cal. Civ. Proc. Code § 2025.420 provides that a deponent may move for a protective
6 order “[b]efore, during, or after a deposition,” Cal. Civ. Proc. Code § 2025.420(a), and that:

7 The court, for good cause shown, may make any order that justice requires
8 to protect any party, deponent, or other natural person or organization from
9 unwarranted annoyance, embarrassment, or oppression, or undue burden and
expense. This protective order may include, but is not limited to, one or more of
the following directions:

10 (1) That the deposition not be taken at all.

11 (2) That the deposition be taken at a different time.

12 ...

13 (4) That the deposition be taken at a place other than
14 that specified in the deposition notice.

15 (5) That the deposition be taken only on certain
16 specified terms and conditions.

16 ...

17 (15) That the deposition be sealed and thereafter opened
18 only on order of the court.

19 Cal. Civ. Proc. Code § 2025.420(b). See Cal. Civ. Proc. Code § 2025.420(c) (“[i]f the motion for
20 a protective order is denied in whole or in part, the court may order that deponent provide or
21 permit the discovery against which protection was sought on those terms and conditions that are
22 just”).

23 For the reasons relied upon by the Court in establishing the conservatorship and in
24 entering the February 6 Order and the findings made by the Court at the May 29 Hearing, it
25 would be highly inappropriate for the Florida Plaintiffs to take Britney’s deposition at this time,
26 and the Court should therefore order that Britney’s deposition be deferred pending either
27 termination of the conservatorship or a determination by the Court that Britney is able to sit for
28 deposition (and, if so, under what conditions). Because the discovery cut-off date in the Florida

1 Action is currently set for January 2010, any prejudice that might arguably be suffered by the
2 Florida Plaintiffs as a result of any delay in taking Britney's deposition should be far outweighed
3 by the detriment that Britney would suffer if her deposition were taken at this time.

4 CONCLUSION

5 For the reasons set forth herein, Mr. Spears respectfully asks the Court to enter an Order
6 providing that the Florida Plaintiffs may not take Britney's deposition in the Florida Action
7 unless and until this Court terminates the conservatorship or enters an Order finding that Britney
8 is able to be deposed, whichever is earlier, and/or to impose specified terms and conditions
9 sufficient to protect Britney at any deposition that ultimately may be taken.

10
11 Respectfully submitted,

12 DATED: October 27, 2008

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

13
14 By: 

Jeffrey D. Wexler
Attorneys for Temporary Conservator
of the Person and Temporary Co-Conservator
of the Estate James P. Spears

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18 DATED: October 27, 2008

ANDREW M. WALLET

19
20
21 By: 

Andrew M. Wallet
Temporary Co-Conservator of the Estate

09/09/20

1 WILLIAM J. SAYERS (BAR NO. 078038)
FARAH S. NICOL (BAR NO. 162293)
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6 Attorneys for Specially Appearing Interested Party
7 **WRIGHT ENTERTAINMENT GROUP, LLC,**
and WRIGHT ENTERTAINMENT GROUP,
INC.

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

11 In Re the Conservatorship of the Person and
12 Estate of:

13 BRITNEY JEAN SPEARS,

14 Temporary Conservatee.

CASE NO. BP 108870

DATE: October 28, 2008

TIME: 8:30 a.m.

DEPT: 9

JUDGE: Commissioner Reva Goetz

OPPOSITION TO *EX PARTE*
APPLICATION FOR ORDER
GRANTING PROTECTIVE ORDER
AGAINST DEPOSITION OF
TEMPORARY CONSERVATEE
BRITNEY SPEARS IN FLORIDA
ACTION

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20 PLEASE TAKE NOTICE that interested parties, WRIGHT ENTERTAINMENT
21 GROUP, LLC, and WRIGHT ENTERTAINMENT GROUP, INC., (hereinafter referred to
22 collectively as "WEG"), respectfully submit the following Opposition to the Temporary Co-
23 Conservators' *ex parte* application for Order Against Deposition of Temporary Conservatee
24 Britney Spears in the matter of *Wright Entertainment Group, LLC, et al., v. Britney Spears, et al.*,
25 Orange County, Florida, Circuit Court Case No. 48-2007-CA-014233, filed October 26, 2007 (the
26 "Florida action").
27
28

1 Dated: October 27, 2008

Respectfully submitted,

McKENNA LONG & ALDRIDGE LLP

4 By: 

5 William J. Sayers

6 Farah Nicol

Matthew K. Ashby

7 Attorneys for Specially Appearing Interested
Party

8 **WRIGHT ENTERTAINMENT GROUP,**
9 **LLC, and WRIGHT ENTERTAINMENT**
10 **GROUP, INC.**

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 WRIGHT ENTERTAINMENT GROUP, LLC and WRIGHT ENTERTAINMENT
3 GROUP, INC. (hereinafter referred to collectively as "WEG" or "Plaintiffs" in the Florida
4 action), oppose the Ex Parte Application for Order Granting Protective Order Against Deposition of
5 Temporary Conservatee, Britney Spears (hereinafter "Application"), for the following reasons: (1) a
6 protective order cannot be granted on an ex parte basis, (2) the Florida Court has exclusive
7 jurisdiction – via applicable case law, statute and stipulation – over discovery matters concerning
8 real parties in interest to the Florida action; (3) Conservators cannot show "good cause" for a
9 protective order; and (4) Plaintiffs will ask the Florida Court to enjoin Conservators' efforts to
10 interfere with Florida jurisdiction.

11 **I. PROCEDURAL BACKGROUND**

12 1. The Plaintiffs (WEG) managed the career of BRITNEY JEAN SPEARS from
13 1999 to 2003, and have managed other well known recording artists such as Justin Timberlake,
14 Janet Jackson, the Backstreet Boys, NSYNC, and others.

15 2. Plaintiffs filed a Complaint against the BRITNEY JEAN SPEARS (hereinafter
16 "SPEARS" or "Conservatee") and BRITNEY TOURING, INC. (hereinafter "BTI") (collectively
17 "Defendants" in the Florida action) in the Ninth Judicial Circuit Court in and for Orange County,
18 Florida on October 26, 2007, and served Conservatee personally.

19 3. This matter involves an effort by James P. Spears and Andrew Wallet, Esq., the
20 temporary conservators (hereinafter collectively "Conservators"), over the person and estate of
21 the Defendant Conservatee and BTI to by improper ex parte application, circumvent a stipulation
22 and agreed order for Florida jurisdiction over discovery matters pending in the Florida litigation.
23 The Conservators attempt to forum shop for a protective order in the California courts is improper
24 and violates their agreement and Florida court orders. Additionally, the Conservators seek to
25 extend the findings of this Court regarding incapacity to improperly insulate the Conservatee to
26 force Plaintiff to return to the California court for an order permitting depositions.

1 4. The Conservators appeared in Plaintiffs' breach of contract action filed a year ago
2 in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida under Case
3 No.: 48-2007-CA-014233-O (the "Florida action") on March 24, 2008.

4 5. The Orders appointing James P. Spears and Andrew Wallet, Esq. as Conservators
5 of the estate of the Defendant SPEARS were filed under seal in the Superior Court of the State of
6 California and not furnished to the Plaintiffs until March 24, 2008¹. A status hearing was set for
7 October 28, 2008.

8 6. The first order appointing a temporary conservator over Defendant SPEARS, dated
9 February 1, 2008, was filed under seal and expired on February 4, 2008. This first order gave the
10 Conservator authority ONLY over the litigation "related to the family law case" (her divorce),
11 and not the case before the Florida court.

12 7. The second order, filed February 6, 2008, extended the conservatorship to
13 February 14, 2008 and expanded the Conservator's authority to cover all litigation. This order
14 references the declaration of Dr. J. Evan Spar relating to capacity, but no report has been provided
15 to Plaintiffs to date.

16 8. The third order, dated February 14, 2008, extended the conservatorship until
17 March 10, 2008.

18 9. The fourth order, dated March 5, 2008, extended the conservatorship until July 31,
19 2008, and this order was extended until December 31, 2008.

20 10. On December 18, 2007, the Clerk of the Circuit Court for Orange County, Florida,
21 entered a Clerk's Default against SPEARS and BTI.

22 11. On February 12, 2008, Plaintiffs moved for Final Judgment and on February 14,
23 2008, Final Judgment was entered against Defendants on the issue of liability only, reserving
24 final judgment as to damages until trial.

25
26
27 ¹ The Motion was filed on the same day that SPEARS made a nationwide appearance on a national
28 television show "How I Met Your Mother" which received rave reviews.

1 12. Upon stipulation of the parties, including the Conservators herein, on April 29,
2 2008, the Florida court issued its Agreed Order Vacating Final Default Judgments wherein
3 Defendants consented to:
4 a. the jurisdiction of the Florida Court,
5 b. that SPEARS provide an accounting under Plaintiffs' management
6 agreement;
7 c. to serve their answer and affirmative defenses to the complaint, and
8 d. that the Florida court would retain jurisdiction to enforce all matters related
9 thereto. (See Exhibit "A" hereto – "Agreed Order Vacating Final Default Judgments").

10 These terms were specifically negotiated in consideration for setting aside the default
11 judgments against the Defendants.

12 13. On May 9, 2008, the Florida court issued a Case Management Order governing the
13 conduct of the parties as to all discovery issues. Therefore, the Florida court retained jurisdiction
14 to enforce all discovery disputes between the parties.

15 14. On May 14, 2008, the Conservators further consented to the jurisdiction of the
16 Florida courts and venue in Orange County by their filing of Defendants' Answer and
17 Affirmative Defenses to Complaint.

18 15. Furthermore, the Conservators admitted in their Answer that Plaintiffs are entitled
19 to an accounting of the Gross Receipts pursuant to the personal management contract which was
20 attached to the complaint and that SPEARS formed Britney Brands, Inc., Britney Films, Ltd.,
21 Britney Television, LLC, The Britney Spears Foundation, Britney On-Line, Inc., Britney
22 Management Corporation, One More Time Music, Inc. and SJB Revocable Trust.

23 16. Plaintiffs have waited patiently for many months to take SPEARS' deposition, and
24 noticed the same on October 14, 2008 for November 17, 2008. SPEARS' new album is set to
25 release on December 2, 2008 and, upon information and belief, SPEARS will be appearing on
26 "Good Morning America" and touring internationally to support the album release, potentially
27 causing further delay in the opportunity to depose SPEARS.

1 17. The Defendants recently moved the Florida court to assert counterclaims and to
2 amend their affirmative defenses, which further supports Plaintiffs' need for discovery and
3 depositions.

4 18. From SPEARS' recent public appearances on Music Television (MTV), various
5 television series, album promotional events, and television interviews for international audiences,
6 it is reasonable to expect that SPEARS may give testimony before the temporary conservatorship
7 terminates, or if she is incapacitated, the Conservators provide evidence of such sufficient to meet
8 her burden for a protective order. None have been preserved, not even in the current Application.

9 19. On October 21, 2008, counsel for the Conservators called Plaintiffs' counsel to
10 announce an ex parte hearing on October 22, 2008 without formal notice or papers. Plaintiffs'
11 counsel agreed to appear at a hearing if the date were moved, and he were permitted to appear; it
12 was also agreed that Plaintiffs' counsel may appear by phone and that moving papers would be
13 provided immediately, which they were not.

14 20. As of October 27, 2008, Plaintiffs were not provided with declarations or any
15 evidence of SPEARS' capacity, notwithstanding the fact that Commissioner Goetz ordered a
16 status conference related to SPEARS' conservatorship, which ostensibly means such information
17 is currently available and could be produced to Plaintiffs.

18 21. The Conservators' Application subverts the express provisions of the choice of law
19 and forum stipulations memorialized in the Florida court's orders and Defendants' own Answer.
20 Plaintiffs initially agreed to appear at this hearing only and never agreed to the California courts
21 authority to enter an order. Plaintiffs note that they initially agreed to refrain from an action to
22 compel the deposition in the Florida Court and have not done so to date. However, Defendants
23 and Conservators filed an Application with terms that were not agreed to and, in addition to the
24 instant opposition, Plaintiffs are proceeding to seek an injunction against the Application.

25 22. Defendants have the burden to demonstrate SPEARS' incapacity, yet they still
26 present no competent admissible evidence that Defendant SPEARS is incompetent at the present
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1 time. They cannot rely on eight (8) month old conservatorship orders that have been obtained by
2 Plaintiffs from the internet.² Worse, the Defendants have made the gravamen about jurisdiction.

3 **II. THE CALIFORNIA COURT SHOULD DENY THE APPLICATION FOR**
4 **PROTECTIVE ORDER FOR THE DEPOSITION OF BRITNEY JEAN SPEARS**

5 **A. A Protective Order Cannot Be Granted on an Ex Parte Basis.**

6 The instant ex parte application is procedurally improper. There is no statutory authority
7 for a court limiting discovery on its own motion. A formal noticed motion and hearing are
8 always required. A protective order cannot be granted ex parte. Weil & Brown, *California*
9 *Practice Guide: Civil Procedure Before Trial* (TRG 2008) at § 8:686- 8:687, pp. 8E-97 to 8E-98
10 citing *St. Paul Fire & Marine Ins. Co. v. The Superior Court of San Mateo County* (1984), 156
11 Cal.App.3d 82, 85-86. This is especially true in this circumstance as complex issues of fact and
12 law exist. Due process requires a noticed motion. Accordingly, the ex parte Application must be
13 denied as an improper motion for a discovery order without proper notice and opportunity for the
14 Plaintiffs to be heard.

15 **B. The Florida Court has Exclusive Jurisdiction Over Discovery Matters**

- 16 1. California Code of Civil Procedure § 2029.010 does not vest this Court
17 with jurisdiction to enter a protective order as to a party in an action
pending in a foreign jurisdiction.

18 WEG expects that Conservators will argue that this Court has redundant and duplicative
19 jurisdiction under Section 2029.010 to enter a protective order. Conservators are wrong.
20 California Code of Civil Procedure § 2029.010 applies to *non-party* deponents only. See
21 *Deposition in Out-of-State Litigation*, 37 Cal. L. Revision Comm'n Reports 99 (2007) at pp. 107
22 (stating CCP § 2029.010's purpose is to serve only as a provision for "ascertaining the truth and
23 achieving justice in an out-of-state proceeding" because "an out-of-state tribunal may be unable
24 to compel discovery from a *non-party* witness located in California") (emphasis added); *id.* at 140
25 (noting that the UIDDA acknowledges that the discovery state's "significant interest in these

26 _____
27 ² A "Section 730 psychological report" by Stephen Marner, M.D., Ph.D., was ordered by the California
28 court on February 14, 2008 under the California Evidence Code, but has not been provided to Plaintiffs.

1 cases [is] in protecting its residents who become *non-party* witnesses in an action pending in a
2 foreign jurisdiction”) (emphasis added). Ms. Spears is a party to the Florida action. She is not a
3 non-party witness in an action pending in a foreign jurisdiction. As such, California Code of
4 Civil Procedure § 2029.010 does not apply.

5 Even if California Code of Civil Procedure § 2029.010 applied to parties (rather than
6 innocent non-party witnesses residing in California) to the out-of-state litigation (which it should
7 not), as explained below, there is still an “agreement”³ and order that discovery is an issue
8 properly presented to the Florida Court only.

9 2. The Parties’ Choice of Law and Forum Stipulation Necessarily Govern
10 Jurisdiction

11 Notwithstanding the disputed applicability of California Code of Civil Procedure §
12 2029.010, Conservators expressly stipulated to an Order (1) vesting the Florida courts with
13 exclusive jurisdiction over the claims arising out of the management agreement, and (2)
14 indicating that the dispute would be governed procedurally by Florida law.

15 Both Florida and California courts strictly enforce contractual choice of law agreements.
16 Here, the parties have submitted to the jurisdiction of the state courts of the state of Florida for all
17 claims, disputes or disagreements arising out of the Florida action. The law in Florida is clear
18 that forum selection clauses are presumptively valid and should be enforced. See Corsec, S.L. v.
19 VMC International Franchising, LLC, 909 So.2d 945 (Fla. 3rd DCA 2005). If the contract
20 unambiguously requires litigation to be brought in a particular venue, it constitutes reversible
21 error for the trial court to fail to honor that contractual obligation. Ware Else, Inc. v. Ofstein, 856
22 So.2d 1079 (Fla. 5th DCA 2003).

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25 ³ California Code of Civil Procedure § 2029.010 states: “Whenever any mandate, writ, letters rogatory,
26 letter of request, or commission is issued out of any court of record in any other state, territory, or district
27 of the United States, or in a foreign nation, or whenever, on notice or agreement, it is required to take the
28 oral or written deposition of a natural person in California, the deponent may be compelled to appear and
testify, and to produce documents and things, in the same manner, and by the same process as may be
employed for the purpose of taking testimony in actions pending in California.” (Emphasis added.)

1 In Florida, choice of law provisions are deemed presumptively valid and will be enforced
2 unless the law of the chosen forum contravenes public policy. In Walls v. Quick & Reilly, Inc.,
3 824 So.2d 1016 (Fla. 5th DCA 2002), the court held that choice-of-law provisions are valid unless
4 the party seeking to avoid enforcement of them sufficiently carries the burden of showing that the
5 foreign law contravenes strong public policy of the forum jurisdiction. The term "strong public
6 policy" means that the public policy must be sufficiently important that it outweighs the policy
7 protecting freedom of contract. Defendants must overcome the presumption that the choice of
8 forum provision is invalid as it is Defendants who have sought to avoid enforcement. *Id.*

9 When all the parties to an agreement have designated a particular jurisdiction as the forum
10 for the resolution of their disputes, such a forum selection clause is prima facie valid and should
11 be enforced unless unreasonable under the circumstances. A forum selection clause will only be
12 set aside if a party shows that enforcement would be unreasonable and unjust or that the clause is
13 invalid because of fraud or overreaching, such that a trial in the contractual forum would be so
14 gravely difficult and inconvenient that the challenging party would, for all practical purposes, be
15 deprived of his or her day in court. See Tuttle's Design-Build, Inc. v. Florida Fancy, Inc., 604
16 So.2d 873 (Fla. 2nd DCA 1992), and Southwall Technologies, Inc. v. Hurricane Glass Shield, 846
17 So.2d 669 (Fla. 2nd DCA 2003). The protective order is an intentional and blatant attempt to
18 forum shop judicial intervention outside of Florida while keeping everything else about the
19 litigation in Florida.

20 The California courts strictly enforce forum selection clauses. The law in California is
21 clear that forum selection clauses are presumptively valid and must be enforced unless the
22 plaintiff sufficiently carries its heavy burden of showing that enforcement of the clause would be
23 unfair or unreasonable under the circumstances. See Furda v. Superior Court (1984) 161
24 Cal.App.3d 418, 426-427 (existence of forum selection clause providing for litigation in
25 Michigan required the court decline jurisdiction under Cal. Civ. Proc. Code § 410.30); Lifeco
26 Services Corp. v. Superior Court (1990) 222 Cal.App.3d 331, 386 (existence of forum selection
27 clause selecting Texas as forum for all disputes required cross-complaint to be tried in Texas,
28 despite fact that plaintiff had initiated action in California and maintained offices in California);

1 Net2Phone, Inc. v. Superior Court (2003) 109 Cal.App.4th 583 (granting motion to stay on
2 grounds that forum selection clause in contract required actions to be brought in New Jersey);
3 Intershop Communications v. Superior Court (2002) 104 Cal.App.4th 191 (commanding trial
4 court to enforce forum selection clause designating Hamburg, Germany as the place of
5 jurisdiction).

6 In California, choice of law provisions are deemed presumptively valid and will be
7 enforced if (1) the chosen state has a substantial relationship to the parties or their transaction, or
8 (2) there is some other reasonable basis for the parties' choice of law, and (3) application of the
9 law of the chosen state would not be contrary to a fundamental policy of a state which has a
10 materially greater interest than the chosen state in the determination of the particular issue and
11 which, under the rule of Restatement (Second) Conflicts of Laws § 188, would be the state of the
12 applicable law in the absence of an effective choice of law by the parties. RESTATEMENT
13 (SECOND) CONFLICTS OF LAWS § 187; *Nedlloyd Lines B.V.*, 3 Cal.4th at 465; *Guardian*
14 *Savings & Loan Assn. v. MD Associates* (1998) 64 Cal.App.4th 309, 316-317, 75 Cal.Rptr.2d
15 151.

16 Here, SPEARS and the Conservators expressly stipulated to an Order (1) vesting the
17 Florida courts with exclusive jurisdiction over the claims arising out of the management
18 agreement, and (2) indicating that the dispute would be governed procedurally by Florida law.
19 Furthermore, SPEARS has recently asserted a counterclaim in the Florida courts mandating
20 discovery. Therefore, Florida has a substantial relationship to the parties and the transaction,
21 whereas California has no relationship to the underlying issues whatsoever, except as to the
22 conservatorship order, which my contain findings that should be considered by the Florida court.
23 Also, SPEARS is a Louisiana resident. Even if SPEARS could show that California bears some
24 relationship to the parties and/or the transaction, it is evident that any such relationship is
25 subordinate to Florida's relationship to the parties and the stipulated order. Under such
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1 circumstances, there is no basis for disregarding the Florida forum selection and choice of
2 procedural law stipulations – they should be enforced.⁴

3 The Conservators' position that issues of discovery disputes (i.e., a protective order) are
4 subject to California law violates California's conflict of law principles. First, the stipulated
5 order does not state that California law governs discovery issues. Moreover, even if SPEARS'
6 capacity could somehow be found as allowing some law other than Florida law to govern
7 discovery issues (which interpretation should be rejected), conflict of law principles militate
8 strongly against such an interpretation. To wit, the first two elements in § 187 of the Restatement
9 have not been met, as neither the parties nor the transaction bear much relationship to California,
10 and there is no other reasonable basis for applying California law to any discovery issues.

11 Nor has the third element been met. Application of California law contravenes the
12 fundamental public policy of Florida (which has a materially greater interest than California in
13 determining the progress of its court cases), and in the absence of an effective choice of law by the
14 parties, traditional conflict of law principles dictate that Florida law should govern all issues under
15 the agreement.

16 a. The Conservators and Defendants Are Estopped From Challenging
17 The Choice Of Forum And Choice Of Procedural Law Stipulations

18 The Stipulation entered into by the Defendants and the Conservators and the resulting
19 Case Management Order (*see* Exhibits "A" – "Agreed Order Vacating Final Default Judgments,"
20 and Exhibit "B" – "Case Management Order"), as well as Defendants' Answer, provided for the
21 exclusive jurisdiction of the Florida courts. Defendants subjected themselves to the state courts
22 of the State of Florida and Orange County, Florida as the exclusive venue to resolve discovery
23 disputes. Defendants and Conservators should be estopped from seeking avoidance of their
24 stipulation and orders entered by the Florida court.

25 _____
26 ⁴ Even assuming that Cal.Civil Code allows California law to govern issues of non-party depositions and
27 discovery, under appropriate circumstances the Florida Circuit Court could apply California law to the
28 limited issue of depositions and discovery, while applying Florida law to issues involving interpretation,
performance and breach.

1 b. It is Sanctionable for the Conservators to Invoke California
2 Jurisdiction after Stipulating to Florida Jurisdiction on Discovery
3 Matters

4 The Conservators have made no motion in the Florida Court that has jurisdiction in this
5 matter. While Plaintiffs may agree that the Florida Court may consider the findings of the
6 California court related to SPEARS' capacity, these findings are dated and inconclusive of
7 whether the deposition is an "undue burden" as defined by either Florida law or by California
8 Code of Civil Procedure § 2025.420(a).

9 C. **Requirements for a Protective Order Can Not Be Met: Defendants Have Not**
10 **Proven Spears Is Incapacitated at Present Sufficient for "Good Cause"**

11 The burden is on the moving party to establish "good cause" for whatever relief is
12 requested: "Generally, a deponent seeking a protective order will be required to show that the
13 burden, expense, or intrusiveness involved in [the discovery procedure] clearly outweighs the
14 likelihood that the information sought will lead to the discovery of admissible evidence." Weil &
15 Brown, *California Practice Guide: Civil Procedure Before Trial* (TRG 2008) at § 8:689, p. 8E-98
16 citing Emerson Electric Co. v. Superior Court (1997) 16 Cal.4th 1101, 1110.

17 1. The Ex Parte Application Is An Improper Attempt to Shift the Moving
18 Party's Burden of Proof to WEG.

19 The Order requested by the instant ex parte Application is little more than an artful
20 attempt to reverse the above burden by using (stale) findings, from conservatorship proceedings
21 in which WEG did not participate, as irrebuttable proof that the burden, expense, or intrusiveness
22 of the deposition clearly outweighs the likelihood that the information sought will lead to the
23 discovery of admissible evidence. However, the Conservators' Application for protective order
24 must not be allowed to provide the Defendants a "generalized exemption from discovery on the basis
25 of incompetency [which] is unprecedented and insupportable." Regency Health Services, Inc. v. The
26 Superior Court of Los Angeles County (1998), 64 Cal.App.4th 1496, 1504 (finding that: 1) the ward
27 has no general right to evade discovery, 2) an incompetent party, unable to comply with his or her
28 discovery obligations, would be subject to sanctions for failing to comply, and 3) no litigant has a
legitimate interest in evading his or her obligation to provide truthful discovery).

1 There is no authority that supports such presumptive burden shifting. As noted in
2 Regency Health Services, Inc. v. The Superior Court of Los Angeles County (1998), 64 Cal.App.4th
3 1496, 1500, when concluding that a ward is not exempt from discovery, the Court of Appeal
4 reasoned that "if a party could obtain broad exemption discovery obligations simply by appointment
5 of a guardian ad litem [or conservator], applications for such appointments would expectably be a
6 major litigation battleground, since such applications would serve as *de facto* motions for exemption
7 from discovery...None of this has happened, however."

8 Specifically, Conservators seek an Order providing that WEG may not take the deposition
9 of Britney Spears in the Florida action unless and until this Court terminates the temporary
10 conservatorship or enters an Order finding that Ms. Spears is able to be deposed, whichever is
11 earlier. In other words, WEG may not take the deposition until WEG successfully terminates the
12 conservatorship or successfully moves the Court for an order finding that Ms. Spears is able to be
13 deposed. Even if such burden shifting were proper (which it is not), it is completely impractical
14 and illogical as there can be no way WEG could ever meet this burden as WEG has no access to
15 Ms. Spears to marshal the requisite evidence.

16 2. Conservators Cannot Meet Their Burden of Proof for Entitlement to a
17 Protective Order

18 The Conservators cannot meet their burden. They must provide evidence of incapacity.
19 In Leinberger v. Leinberger, 455 So.2d 1140 (Fla. 2nd DCA 1984) unadjudicated incapacity was
20 proven by testimony as to appellant's manic depression psychosis and her admission to a mental
21 hospital six times at the time she was served and in the years thereafter.

22 Respectfully, anecdotal evidence of SPEARS' capacity sufficient to appear at a deposition
23 seems present. SPEARS was executive producer of a million plus selling album entitled
24 "Blackout" released in November 2007. She was personally served the Summons and Complaint
25 on November 1, 2007 before she drove herself away. SPEARS was recorded by paparazzi
26 dining, shopping, and driving her car during October and November 2007. SPEARS performed
27 on the MTV Music Awards on September 9, 2007, and she appeared on the CBS sitcom, "How I
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1 Met Your Mother” on March 24, 2008 with the Conservator’s approval who personally signed the
2 contract according to media reports.

3 The Conservatee is apparently has capacity for some purposes. SPEARS just recently
4 conducted public performances on MTV, recorded a new album set to release on December 2, 2008,
5 performed in music videos, and conducted interviews on television. SPEARS has contracted with
6 AEG for a world tour and appears on the nationally syndicated show “Good Morning America” on
7 December 2, 2008. The Fifth District Court of Appeal has held that while a person’s “atypical,
8 alcohol-influenced acts.... were inappropriate and abnormal, they did not support conclusions that
9 she was ‘incompetent due to incapacity, due to lack of emotional stability’” Clark v. School Board of
10 Lake County, Fla., 596 So.2d 735 (Fla. 5th DCA 1992) where the court noted there was no expert
11 testimony presented as to incapacity.

12 3. Further Inquiry Is Necessary

13 Defendants have promised Plaintiffs copies of the declarations that support the
14 Conservators’ Application for a week, but as of October 27, 2008, none have been produced.
15 Defendants’ blanket assertions (i.e. of incapacity) are insufficient to meet their burden for a
16 protective order as they can not constitute competent substantial evidence in accordance with the
17 rules of evidence. Defendants offer no affidavits or admissible evidence of incapacity, only
18 conclusory assertions regarding eight-month old findings in prior orders offered in their
19 application for a protective order. Conservators, James Spears and Andrew Wallet, have no
20 competent, personal knowledge of any alleged “facts” sufficient to support a protective order
21 based on incapacity. No “facts” have been proffered for their Application for a protective order,
22 which thereafter lacks foundation, as there is no admissible evidence.

23 Even if this Court had received affidavits, such must be made on personal knowledge,
24 show that the affiant is competent to testify and contain admissible evidence. Harrison v.
25 Consumer Mortgage Co., 154 So.2d 194 (Fla. 1st DCA 1963); American Baseball Cap, Inc. v.
26 Duzinski, 308 So.2d 639 (Fla. 1st DCA 1975). Here, apparently the only persons with knowledge
27 as to SPEARS’ incapacity are the court ordered psychologists who appear to have made no recent
28 findings as to SPEARS’ current alleged incapacity to give testimony.

1 Any testimony from a Conservator is inadmissible unless evidence is introduced which is
2 sufficient to support a finding that the witness had personal knowledge of the facts. Florida
3 Statutes § 90.604. There is no evidence that the Conservators have any competent knowledge of
4 any alleged "facts" sufficient to justify a protective order. If SPEARS' court appointed
5 psychologist were asked to opine, then his findings should be in a supplement to his "Section 730
6 Report" from eight months ago and presented to the Florida court. Before entering a protective
7 order, this Court should order an evidentiary hearing, or permit the Plaintiffs discovery as to
8 incapacity.

9 **D. Plaintiffs Will Ask the Florida Courts to Enjoin the Conservators' and the**
10 **Defendants' Efforts to Interfere with Florida Jurisdiction**

11 Plaintiffs are entitled to, and will seek, an injunction enjoining the Conservators and
12 Defendants from undermining the choice of forum and choice of procedural law stipulation and
13 orders. The use of injunctive relief to enforce forum selection has been upheld as a proper
14 exercise of discretion in this very instance. Courts have likewise used injunctive relief to enforce
15 a forum selection agreement. *See AutoNation, Inc. v. Hankins*, No. 03-14544 CACE(05) (Fla. 17th
16 Cir. Ct Nov. 24, 2003).

17 Rather than resolve the parties' dispute in an appropriate and agreed location,
18 Conservators seek to drag Plaintiffs into a forum which will result in Plaintiffs having to litigate
19 discovery issues in two jurisdictions. Plaintiffs will be subjected to irreparable harm if they are
20 forced to engage in duplicative litigation and unnecessary expense. Absent the issuance of an
21 injunction, the Conservators will be able to circumvent the choice of forum and choice of law
22 stipulation they previously agreed to. Injunctive relief is necessary to prevent Defendants from
23 further trampling upon the rights of Plaintiffs.

24 **III. CONCLUSION**

25 Based on the foregoing, Plaintiffs request that the Court deny Conservators' Application.
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Dated: October 27, 2008

Respectfully submitted,

McKENNA LONG & ALDRIDGE LLP

By: 

William J. Sayers
Farah Nicol
Matthew K. Ashby

Attorneys for Specially Appearing Interested
Party
**WRIGHT ENTERTAINMENT GROUP,
LLC, and WRIGHT ENTERTAINMENT
GROUP, INC.**

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

WRIGHT ENTERTAINMENT GROUP,
LLC and WRIGHT ENTERTAINMENT
GROUP, INC.,

Plaintiff(s),

CASE NO.: 48-2007-CA-014233-O

vs.

BRITNEY SPEARS and BRITNEY
TOURING, INC.,

Defendant(s). /

AGREED ORDER VACATING FINAL DEFAULT JUDGMENTS

THIS CAUSE came before the Court upon Defendants' Verified Motion to Set Aside Final Default Judgments and Incorporated Memorandum of Law and Plaintiffs' Response to Defendants' Verified Motion to Set Aside Final Default Judgments; and Plaintiffs' Motion to Strike Improper and Inadmissible Evidence and Plaintiffs' Renewed Motion for Final Default Judgment as to Liability and Incorporated Memorandum of Law, and Defendants' agreement to waive any objections regarding this Court's jurisdiction, Defendants' agreement that Plaintiffs are entitled to an accounting for Gross Receipts as defined in the Agreement attached as Exhibit A to the complaint for the period set forth therein and in subsequent amendments to the Agreement as set forth in Exhibits B and C to the

Exhibit "A"

complaint, and the parties having agreed to entry of this Order, and the Court being duly advised in the premises, it is thereupon

ORDERED and **ADJUDGED** as follows:

1. The Clerk's defaults entered on December 18, 2007 and the final default judgments as to liability entered on February 14, 2008 against Defendants Britney Spears and Britney Touring, Inc. are vacated.

2. Defendants shall have 15 days from the date of this Order to serve their answer and defenses to the complaint.

3. Defendants shall serve responses to Plaintiffs' First Set of Interrogatories and Plaintiffs' First Request for Production of Documents within 10 days from the date of this Order.

4. The Court adopts the parties' agreements set forth herein and retains jurisdiction to enforce them.

DONE and **ORDERED** in chambers, Orange County, Florida this 29th day of April, 2008.

RENEE A. ROCHE

RENEE A. ROCHE, CIRCUIT JUDGE

Copies to:
Counsel of Record
5302005_v2

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

WRIGHT ENTERTAINMENT
GROUP, LLC and WRIGHT
ENTERTAINMENT GROUP, INC.,

Plaintiffs,

vs.

CASE NO.: 07-CA-014233

BRITNEY SPEARS and BRITNEY
TOURING, INC.,

Defendants.

CASE MANAGEMENT ORDER

THIS CASE came before the Court on the 8th day of May, 2008 for a Case Management Conference. This case has been assigned to Division 32, Business Court pursuant to Administrative Order No.: 2003-17 in the Ninth Judicial Circuit, Orange County, Florida. After reviewing the Joint Case Management Report, and being otherwise fully informed, it is

THEREFORE, ORDERED AND ADJUDGED that unless later modified by Order of this Court, the following schedule of events shall control the management and proceedings in this case.

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Exhibit "B"

COMMUNICATION WITH THE COURT AND AMONG THE PARTIES

1. The parties are represented by the following who shall be designated "Lead Trial Counsel":

Clay M. Townsend for Plaintiffs;

Judith M. Mercier for Defendants.

2. All pleadings filed herein shall be filed electronically.

PRELIMINARY FINDINGS AND DEADLINES

3. Any motions for leave to amend the pleadings to add additional parties or otherwise, shall be filed no later than October 1, 2008.

4. The Parties have stipulated and it is ordered that this case shall be tried in March, 2010.

5. The parties are directed to comply in all respects with the Business Court Procedures located at:

<http://www.ninthcircuit.org/about/divisions/civil/complex-business-litigation-court.shtml>.

**MOTIONS, DISCOVERY, ALTERNATIVE DISPUTE
RESOLUTION AND TRIAL**

6. Any motions to dismiss or other preliminary or pre-discovery motions shall be filed and briefed on or before November 1, 2008.

7. The trial of this case shall occur during the trial period beginning March 9, 2010. The parties estimate the trial will be completed in five (5) days.

8. A pre-trial conference is scheduled on March 1, 2010 at 1:30 p.m. in the Hearing Room of the judge then assigned to Division 32. The parties shall prepare in advance and provide at the pre-trial conference a pre-trial statement comporting with BCR 9.2.

9. The parties shall have until January 8, 2010 to conduct and conclude discovery. It is further ordered that the setting of the discovery deadline will not limit any party from filing summary judgment motions during the period, but any such motions should be narrowly drawn to address only issues on which discovery has been completed. If there are still motions pending after the discovery period, the Court will set a briefing schedule at that time.

10. On or before June 30, 2008, the Parties shall exchange lists of key witnesses they believe may have knowledge of the facts underlying the dispute in this case. The lists shall identify the matters about which the Parties believe the witness has knowledge and shall include the witnesses' name and last known address.

11. On or before August 29, 2008, the Parties shall exchange a detailed explanation of the type of damages they are seeking and a preliminary breakdown of the amount of damages they are seeking in each count contained in their respective pleadings.

12. The Parties are limited to two expert witnesses per side. The presumptive limitations on discovery contained in the Business Court Procedures are modified in certain respects, *to wit*, the Parties may take a total of twenty (20) depositions per side and may propound 100 interrogatories per side. In all other respects, the presumptive limitations shall apply, subject to further order of the Court.

13. The party bearing the burden of proof on any issue requiring expert testimony shall designate the experts expected to be called at trial and provide all information specified in BCR 7.5 by June 30, 2009.

14. The party responding shall then designate its experts and provide all information specified in BCR 7.5 by July 31, 2009.

15. Dispositive Motions shall be filed by January 18, 2010.

16. Motions in limine shall be filed by the date of the pretrial conference.

17. The parties shall mediate this case prior to the pre-trial conference.

Plaintiffs counsel shall advise the Court, no later than October 31, 2009, in writing, of the date of the mediation and shall identify the mediator. Plaintiff's counsel is ordered to advise the Court, in writing, of the outcome of the mediation no later than five (5) days following the conclusion of the mediation conference.

18. Any request for accommodation under the Americans With Disabilities Act should be directed to the office of Court Administration for the

Ninth Judicial Circuit, in and for, Orange County, Florida or TTY for hearing
impaired at (407) 836-2050.

DONE AND ORDERED in Orlando, Orange County, Florida
this 9th day of May, 2008.

/s/Renee A. Roche
Circuit Judge-Division 32

cc: All counsel of record

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

DEPARTMENT 9 HON. REVA GOETZ, COMMISSIONER

IN RE THE MATTER OF)	
THE BRITNEY JEAN SPEARS)	NO. BP109096
TRUST.)	
IN RE THE CONSERVATORSHIP)	
OF BRITNEY JEAN SPEARS.)	NO. BP108870

REPORTER'S TRANSCRIPT OF PROCEEDINGS

OCTOBER 28, 2008

APPEARANCES:

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PROBATE VOLUNTEER PANEL:

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TAMARA M. VOGL, CSR NO. 10186
OFFICIAL REPORTER

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1 CASE NUMBERS: BP109096 AND BP108870
2 CASE NAME: BRITNEY SPEARS
3 LOS ANGELES, CALIFORNIA OCTOBER 28, 2008
4 DEPARTMENT 9 REVA GOETZ, COMMISSIONER
5 APPEARANCES: (AS HERETOFORE NOTED.)
6 REPORTER: TAMARA M. VOGL, CSR NO. 10186
7 TIME: A.M. SESSION
8

9 (THE FOLLOWING PROCEEDINGS WERE HELD IN OPEN COURT:)
10

11 THE COURT: THIS IS IN RE THE CONSERVATORSHIP OF
12 BRITNEY JEAN SPEARS. LET ME GET EVERYONE'S APPEARANCES
13 FOR THE RECORD, AND WHAT I'M CALLING FIRST ARE TWO EX
14 PARTES WHICH HAVE BEEN FILED FOR HEARING TODAY. SO I'LL
15 START WITH YOU.

16 MS. COHEN: JERYLL COHEN OF LUCE, FORWARD,
17 HAMILTON & SCRIPPS APPEARING ON BEHALF OF JAMES SPEARS,
18 CONSERVATOR OF THE PERSON AND CO-CONSERVATOR OF THE
19 ESTATE.

20 MR. WEXLER: JEFFREY D. WEXLER ALSO OF LUCE,
21 FORWARD FOR JAMES SPEARS.

22 MS. WYLE: GERALDINE WYLE OF LUCE, FORWARD ALSO
23 FOR JAMES SPEARS.

24 MR. WALLET: ANDREW WALLET, TEMPORARY
25 CO-CONSERVATOR OF THE ESTATE.

26 MR. INGHAM: SAMUEL INGHAM, I-N-G-H-A-M, COURT
27 APPOINTED COUNSEL FOR BRITNEY SPEARS.

28 MR. ASHBY: MATTHEW ASHBY OF MC KENNA, LONG &

1 ALDRIDGE FOR WRIGHT ENTERTAINMENT GROUP, LLC, AND WRIGHT
2 ENTERTAINMENT GROUP, INC.

3 MS. NICOL: FARAH NICOL FROM MC KENNA, LONG &
4 ALDRIDGE, ALSO APPEARING FOR THOSE INTERESTED PARTIES IN
5 THE FLORIDA LITIGATION.

6 THE COURT: THE FIRST EX PARTE THAT I WANTED TO
7 DEAL WITH WAS THE EX PARTE APPLICATION TO ALLOW CLAY
8 TOWNSEND, PURSUANT TO THE CALIFORNIA RULES OF COURT RULE
9 9.40, TO APPEAR IN THIS MATTER WITH MR. ASHBY AND
10 MS. NICOL. I HAVE THE APPLICATION, THE DECLARATION OF
11 MATTHEW K. ASHBY, IN SUPPORT OF THIS EX PARTE
12 APPLICATION, AND I HAVE -- THAT'S WHAT I HAVE WITH
13 REGARD TO THAT PARTICULAR MOTION.

14 MR. WEXLER, I'M ASKING YOU BECAUSE I THINK
15 YOU NORMALLY DO THE PLEADINGS.

16 MR. WEXLER: YES. WE DON'T OPPOSE MR. TOWNSEND'S
17 PRO HAC VICE APPLICATION.

18 THE COURT: I'M ASSUMING MS. COHEN, MS. WYLE, AND
19 MR. WALLET AND MR. INGHAM ARE IN AGREEMENT WITH THAT.

20 MR. INGHAM: I HAVEN'T SEEN THE APPLICATION, BUT
21 I'M PROBABLY IN AGREEMENT.

22 THE COURT: WOULD YOU LIKE TO? I'M HAPPY TO --
23 ALL RIGHT.

24 MR. INGHAM: FOR WHAT IT'S WORTH, I WASN'T GIVEN
25 NOTICE OF IT NOR WAS I PROVIDED A COPY BY THE
26 APPLICANTS.

27 THE COURT: LET ME PASS THE MATTER THEN SO THAT
28 MR. INGHAM HAS A CHANCE TO LOOK AT IT.

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1 OKAY. THE SECOND EX PARTE APPLICATION WE
2 HAVE WAS FILED ON BEHALF OF THE CONSERVATOR, MR. SPEARS,
3 AND THAT IS AN EX PARTE APPLICATION FOR AN ORDER
4 GRANTING A PROTECTIVE ORDER AGAINST THE DEPOSITION OF
5 MS. SPEARS IN THE FLORIDA ACTION. JUST SO YOU ALL KNOW,
6 WITH REGARDS TO THOSE PLEADINGS, I HAVE THE EX PARTE
7 APPLICATION FOR ORDER GRANTING PROTECTIVE ORDER, THE
8 DECLARATION OF JERYLL S. COHEN IN SUPPORT OF THE EX
9 PARTE APPLICATION FOR THE ORDER GRANTING THE PROTECTIVE
10 ORDER, AND THE NOTICE OF LODGING OF AUTHORITY CITED IN
11 THE EX PARTE APPLICATION FOR THE ORDER GRANTING
12 PROTECTIVE ORDER AGAINST THE DEPOSITION. I HAVE
13 OPPOSITION TO THE EX PARTE APPLICATION AS WELL. THAT'S
14 ESSENTIALLY WHAT I'VE GOT.

15 I THINK THE FIRST ISSUE THAT I HAVE TO DEAL
16 WITH IS IN THE OPPOSITION, WHICH I DID REVIEW THIS
17 MORNING, IS THE POSITION THAT THE COURT CAN'T HEAR THIS
18 MOTION ON AN EX PARTE BASIS AND IT NEEDS TO BE SET FOR
19 HEARING. SO I DON'T KNOW.

20 MR. WEXLER, DID YOU WANT TO RESPOND TO
21 THAT?

22 MR. WEXLER: YES, YOUR HONOR. WE JUST GOT SERVED
23 WITH PAPERS THIS MORNING. I HAVEN'T HAD A CHANCE TO
24 PULL THE WEIL AND BROWN CITATION OR THE CASE THAT'S
25 CITED. I WOULD BE KIND OF SURPRISED IF THE CASE SAYS
26 YOU CAN'T DO IT EX PARTE AS OPPOSED TO SAYING YOU CAN'T
27 DO IT EX PARTE WITHOUT GIVING NOTICE TO THE OTHER SIDE
28 BUT WE'D BE AMENABLE TO CONTINUING THIS HEARING FOR A

1 WEEK, TREATING THE EX PARTE AS AN APPLICATION FOR AN
2 ORDER SHORTENING TIME, PROVIDED THAT NOTHING WERE TO
3 HAPPEN IN THE FLORIDA COURT IN THE MEANTIME TO DIVEST
4 THIS COURT OF ITS JURISDICTION TO ACT AND WE KNOW THAT
5 AN EMERGENCY MOTION WAS FILED YESTERDAY. I THINK OUR
6 CO-COUNSEL IN FLORIDA GOT NOTICE OF IT AT 10:00 P.M.
7 LAST NIGHT. THE EMERGENCY MOTION ASKING THE COURT IN
8 FLORIDA TO ENJOIN THE TEMPORARY CO-CONSERVATORS FROM
9 SEEKING RELIEF FROM THIS COURT WITH REGARD TO THE --
10 WITH REGARD TO THE TAKING OF MS. SPEARS'S DEPOSITION AND
11 ASSUMING THAT COUNSEL FOR FLORIDA PLAINTIFFS ARE WILLING
12 TO AGREE THAT NOTHING IS GOING TO HAPPEN IN FLORIDA,
13 WE'D BE MORE THAN HAPPY TO CONTINUE THIS HEARING.

14 THE COURT: MR. ASHBY, MS. NICOL, WHICH OF YOU IS
15 GOING TO BE SPEAKING?

16 MR. ASHBY: MAYBE A LITTLE BIT OF BOTH. I THINK
17 MS. NICOL --

18 MS. NICOL: YOUR HONOR, JUST AS TO THE PROTECTIVE
19 ORDER, IT'S BLACK LETTER LAW IN CALIFORNIA THAT A
20 PROTECTIVE ORDER AFFECTING SUBSTANTIVE RIGHTS CANNOT BE
21 DONE ON AN EX PARTE BASIS, CANNOT BE DONE ON AN EX PARTE
22 BASIS. SO THE CONDITIONS THAT WERE PLACED ABOUT
23 AGREEING TO AN ORDER SHORTENING TIME ARE I THINK
24 INAPPROPRIATE BECAUSE IT'S VERY CLEAR IT CANNOT BE DONE
25 ON EX PARTE BASIS AND THE ONLY THING THAT COULD RESULT
26 FROM THIS HEARING WITH REGARDS TO THEIR EX PARTE IS
27 SIMPLY TO SET IT FOR SHORTENED TIME ON A HEARING. WE
28 DON'T HAVE ANY OPPOSITION TO HAVING SET IT FOR SHORTENED

1 TIME OPPOSED TO DOING A REGULARLY NOTICED MOTION. WE'RE
2 WILLING TO WORK WITH THEM ON THAT AND HAVE IT SET FOR
3 SHORTENED TIME; HOWEVER, IT IS IMPORTANT THAT
4 MR. TOWNSEND, WHO IS OVERSEEING THE LITIGATION IN
5 FLORIDA -- WHICH IS REALLY WHAT WE'RE TALKING ABOUT HERE
6 IN THIS COURT, A MATTER BEING LITIGATED IN FLORIDA --
7 IT'S VERY IMPORTANT THAT HE BE ABLE TO BE HERE AND BE
8 PRESENT TO SUBSTANTIVELY DISCUSS THE MATTERS WITH YOUR
9 HONOR. SO I THINK THE ONLY THING WE CAN DO AT THIS
10 POINT IS SET IT FOR A MOTION ON SHORTENED TIME.

11 THE COURT: I'M OUT FOR THE NEXT TWO WEEKS. I'M
12 LEAVING FOR A FUNERAL TONIGHT, AND I WON'T BE BACK UNTIL
13 NOVEMBER 13TH FOR OTHER SCHEDULED REASONS. SO I'M NOT
14 SURE HOW MUCH WE'RE SHORTENING TIME, AND THE PROBLEM IS
15 THAT THE DEPOSITION HAS BEEN SCHEDULED FOR NOVEMBER
16 17TH. I GUESS I COULD SET IT FOR 1:30 ON NOVEMBER 13TH.
17 THAT WOULD BE THE FIRST TIME I COULD DO THAT.

18 MR. WEXLER: MS. WYLE IS UNAVAILABLE ON THAT DAY.
19 SHE'S LOOKING AT HER CALENDAR. I GUESS I'M NOT SURE
20 WHETHER COUNSEL FOR THE FLORIDA PLAINTIFFS HAVE AGREED
21 TO FOREGO SEEKING RELIEF IN FLORIDA TO STOP THIS COURT
22 FROM ACTING AND THAT IS --

23 THE COURT: SHE DIDN'T SAY ONE WAY OR THE OTHER.
24 I THINK SHE SAID SHE THOUGHT THAT YOUR REQUEST WAS
25 INAPPROPRIATE. I THINK THAT WAS THE WORD SHE USED.

26 MR. WEXLER: IF THEY'RE NOT WILLING TO AGREE TO
27 IT, I'D REQUEST A SHORT RECESS TO LOOK AT THE CASES THEY
28 CITE AND DETERMINE WHETHER OR NOT IT IS THE CASE. I

1 POINT OUT THEY HAVE HAD COPIES OF THE PAPERS SINCE
2 FRIDAY, AND I'M NOT SURE WHY AS A MATTER OF POLICY YOU
3 WOULDN'T BE ABLE TO DO THIS SORT OF THING ON AN EX PARTE
4 BASIS. DISCOVERY MOTIONS IN PARTICULAR COME UP SO
5 QUICKLY.

6 THE COURT: I AM IN THE SAME BOAT THAT YOU ARE IN
7 THE SENSE THAT THIS WAS FILED THIS MORNING. I DIDN'T
8 GET IT TILL 8:30. SO I HAVEN'T HAD A CHANCE TO TAKE A
9 LOOK AT THAT. I'D BE HAPPY TO TAKE A RECESS,
10 MR. WEXLER, TO GIVE YOU A CHANCE TO DO THAT. I'VE GOT
11 OTHER MATTERS ON MY CALENDAR I COULD CALL, AND WE COULD
12 GO FORWARD FROM THERE.

13 MS. NICOL: YOUR HONOR, ONE FUNDAMENTAL THING IS
14 MR. TOWNSEND, AS I SAID, WHO IS INVOLVED IN THE -- IN
15 RUNNING THE FLORIDA LITIGATION, IS A VERY PERTINENT
16 PARTY TO THIS ISSUE BEING DECIDED AND IN FACT, WHEN HE
17 WAS ORIGINALLY GIVEN EX PARTE NOTICE, THERE WAS THE
18 UNDERSTANDING ON HIS PART THAT HE WOULD SOMEHOW BE ABLE
19 TO PARTICIPATE IN THIS PROCEEDING.

20 THE COURT: WELL, LET ME INQUIRE OF MR. INGHAM IF
21 HE HAS ANY OBJECTION TO THAT EX PARTE PIECE. THEN HE
22 COULD EVEN PARTICIPATE BY COURT CALL TODAY.

23 SO, MR. INGHAM?

24 MR. INGHAM: WHAT I WOULD LIKE WOULD BE A CHANCE
25 TO DISCUSS THE APPLICATION WITH COUNSEL FOR THE
26 CONSERVATORS. PERHAPS WE CAN WORK SOMETHING OUT TO
27 PERMIT ALL OF IT TO GO FORWARD.

28 THE COURT: ALL RIGHT. THEN LET ME CALL THE OTHER

1 MATTERS THAT ARE ON SECOND CALL ON MY CALENDAR, GIVE YOU
2 AN OPPORTUNITY TO MEET AND CONFER, AND THEN YOU CAN JUST
3 LET THE CLERK KNOW WHEN YOU'RE READY FOR ME TO RECALL
4 THE MATTER.

5 ALL COUNSEL: THANK YOU (COLLECTIVELY).

6 (RECESS TAKEN.)

7 THE COURT: LET ME RECALL THE SPEARS MATTER. GOOD
8 MORNING. LET ME JUST QUICKLY -- YOU'VE ALREADY STATED
9 YOUR APPEARANCES, AND I SEE THE SAME PARTIES AT COUNSEL
10 TABLE IN THE SAME ORDER IN WHICH YOU WERE STANDING
11 EARLIER.

12 MR. INGHAM, DID YOU HAVE A CHANCE TO REVIEW
13 THE EX PARTE APPLICATION WITH REGARD TO MR. TOWNSEND?

14 MR. INGHAM: I HAVE, YOUR HONOR, AND I'M WILLING
15 TO STIPULATE THAT HE PARTICIPATE BY TELEPHONE FOR JUST
16 ONE REASON. THIS IS A PROTECTIVE PROCEEDING FOR MY
17 CLIENT, AND MR. WRIGHT IS HERE ATTACKING THE ABILITY OF
18 THE CONSERVATORS AND THIS COURT TO PROTECT MY CLIENT. I
19 THINK SHE HAS A VERY STRONG INTEREST IN HAVING THIS
20 RESOLVED AS SOON AS POSSIBLE, AND ON THAT BASIS, IF
21 HAVING MR. TOWNSEND PARTICIPATE EXPEDITES THIS MATTER,
22 I'M WILLING TO GO ALONG WITH IT.

23 THE COURT: MR. WEXLER, DID YOU WANT TO WEIGH IN?
24 YOU ALREADY AGREED.

25 MR. WEXLER: WE'RE FINE. THIS IS AN EX PARTE --
26 PRO HAC VICE -- I KEEP MISSPEAKING.

27 THE COURT: SO THE EX PARTE ORDERS FOR THE PRO HAC
28 VICE ADMISSION OF CLAY TOWNSEND FOR PURPOSES OF THESE

1 HEARINGS WITH REGARD TO THE PROTECTIVE ORDER ONLY IS
2 GRANTED. I DON'T THINK I HAD AN ORDER. SO YOU'LL NEED
3 TO SUBMIT AN ORDER FOR ME TO SIGN.

4 MS. NICOL: YOUR HONOR, FARAH NICOL. JUST FOR
5 CLARIFICATION, TO THE EXTENT THAT THERE ARE FURTHER
6 MATTERS THAT OCCUR WHERE ISSUES REGARDING THIS FLORIDA
7 LITIGATION ARE SOUGHT TO BE BROUGHT BEFORE THIS COURT,
8 YOU UNDERSTAND OUR POSITION IS THAT IS IMPROPER.

9 THE COURT: ANYTHING RELATED TO THE FLORIDA
10 LITIGATION. BUT AT THIS POINT, THE ONLY THING I HAVE IN
11 FRONT OF ME IS THE MOTION FOR THE PROTECTIVE ORDER.

12 MS. NICOL: CORRECT. I JUST WANT TO BE CLEAR
13 THAT, ONCE MR. TOWNSEND HAS BEEN ADMITTED PRO HAC, THAT
14 ANYTHING RELATED TO THE FLORIDA LITIGATION WILL ALLOW
15 HIM TO APPEAR BEFORE YOUR HONOR, NOT JUST ON THE
16 PROTECTIVE ORDER.

17 THE COURT: I AGREE WITH THAT, BUT THE ONLY THING
18 I HAVE RELATED TO THAT LITIGATION AT THIS POINT IN TIME
19 IS THAT MOTION FOR THE PROTECTIVE ORDER, AND IT IS
20 LIMITED TO THE FLORIDA ACTION.

21 MS. NICOL: YES, YOUR HONOR. THAT'S ALL WE SEEK.

22 THE COURT: ALL RIGHT. I DO HAVE IT HERE. I
23 DON'T KNOW IF YOU SUBMITTED EXTRA COPIES TO GET
24 CONFORMED COPIES, BUT I'VE SIGNED THE ORDERS.

25 MR. ASHBY: I DO HAVE A COPY.

26 THE COURT: TO GET CONFORMED?

27 MR. ASHBY: UH-HUH.

28 THE COURT: SO NOW THAT LEAVES US WITH THE EX

1 PARTE APPLICATION FOR THE ORDER GRANTING THE PROTECTIVE
2 ORDER.

3 MR. WEXLER, DID YOU HAVE AN OPPORTUNITY TO
4 CHECK THE AUTHORITY THAT YOU WANTED TO LOOK AT?

5 MR. WEXLER: YES. WE PULLED IT. WEIL AND BROWN
6 SAYS WHAT IT'S CITED FOR, BUT AS ALL TOO OFTEN HAPPENS,
7 THE CASE THAT IT CITES DOESN'T SAY WHAT WEIL AND BROWN
8 CITES IT FOR. THE CASE ST. PAUL FIRE AND MARINE
9 INSURANCE COMPANY V. SUPERIOR COURT 156 CAL. APP. 3RD 82
10 AT 85 THROUGH 86, 1984, SAYS WHAT I EXPECTED IT WOULD
11 SAY, THAT THE ISSUE IS REALLY WHETHER THERE'S NOTICE,
12 NOT WHETHER SOMETHING IS DONE THROUGH AN EX PARTE
13 APPLICATION WITH NOTICE TO THE OTHER PARTIES AS COMPARED
14 TO DOING IT AS A NOTICED MOTION.

15 IT'S THE SAME DISTINCTION THAT'S CODIFIED
16 IN CALIFORNIA RULES OF COURT 3.1200 ET SEQ., WHERE
17 YOU'VE GOT TO GIVE NOTICE TO THE OTHER SIDE IN ORDER TO
18 BRING AN EX PARTE APPLICATION, BUT THAT DOESN'T MEAN
19 THAT YOU'RE NOT ABLE TO GET RELIEF ON AN EX PARTE
20 APPLICATION. I HAVE THE ST. PAUL FIRE OPINION HERE.
21 I'LL READ IT WITHOUT THE CITATIONS. "THE CALIFORNIA
22 SUPREME COURT HAS ANNOUNCED THE GENERAL RULE THAT NOTICE
23 OF MOTION MUST BE GIVEN WHENEVER THE ORDER SOUGHT MAY
24 AFFECT THE RIGHTS OF AN ADVERSE PARTY. RESTATED, IN
25 ADVERSARY PROCEEDINGS WHERE AN ORDER MAY AFFECT THE
26 RIGHTS OF AN ADVERSE PARTY, NOTICE MUST BE GIVEN TO
27 PROTECT THE ADVERSE PARTY'S RIGHT TO BE HEARD ON THE
28 ISSUE AS A MATTER OF DUE PROCESS OF LAW. ALTHOUGH

1 CERTAIN ORDERS MAY BE OBTAINED THROUGH EX PARTE
2 APPLICATION, A STATUTE SILENT ON THE QUESTION SHOULD NOT
3 BE INTERPRETED AS AUTHORIZING AN EX PARTE APPLICATION
4 FOR AN ORDER."

5 SO IF ST. PAUL MEANS WHAT WEIL AND BROWN
6 SAYS IT MEANS AND WHAT THE FLORIDA PLAINTIFFS SAY IT
7 MEANS, YOU WOULD NEVER HAVE AN EX PARTE APPLICATION FOR
8 ANYTHING GOING TO ANYTHING SUBSTANTIVE AT ALL. HERE THE
9 FLORIDA PLAINTIFFS HAVE HAD NOTICE SINCE LAST TUESDAY, A
10 WEEK AGO, THAT THIS MOTION WAS GOING TO BE BROUGHT. WE
11 PROVIDED A COURTESY COPY OF THE CURRENT DRAFT OF THE
12 MEMO OF POINTS AND AUTHORITIES LAST FRIDAY. WE SERVED
13 YESTERDAY AFTERNOON AROUND FOUR O'CLOCK THE PAPERS THAT
14 WE ACTUALLY FILED WITH THE COURT. SO THE NOTICE HERE
15 IS -- HAS BEEN FAR MORE THAN THAT REQUIRED UNDER THE
16 RULES AND IS APPROPRIATE.

17 IN FACT, THE FLORIDA PLAINTIFFS FILED A
18 15-PAGE OPPOSITION IN RESPONSE. I DON'T THINK THERE'S
19 ANY SORT OF DUE PROCESS ISSUE WITH REGARD TO HAVING THIS
20 MATTER GO FORWARD.

21 THE COURT: OKAY.

22 MR. WEXLER: ONE OTHER THING, YOUR HONOR. WE WERE
23 PLANNING TO GO IN FOR THE HEARING ON THE DAY AFTER WE
24 GAVE NOTICE AND WE CONTINUED THE HEARING FOR A WEEK
25 BECAUSE THE FLORIDA PLAINTIFFS' COUNSEL ASKED US TO DO
26 SO SO HE COULD BE HERE AND UNDER THESE CIRCUMSTANCES TO
27 HAVE THIS MOTION NOT GO FORWARD, GIVEN ITS IMPORTANCE,
28 BASED UPON THIS ARGUMENT THAT, "OH, NO, IT SHOULD HAVE

1 BEEN DONE THROUGH A NOTICED MOTION RATHER THAN EX PARTE
2 APPLICATION THAT WAS DISCUSSED LAST WEEK" IS AN ARGUMENT
3 THAT THE COURT OUGHT NOT COUNTENANCE.

4 THE COURT: MR. WALLET.

5 MR. WALLET: I THINK THERE'S A MORE FUNDAMENTAL
6 ISSUE HERE AND THE MORE FUNDAMENTAL ISSUE IS THIS ISN'T
7 A DISCOVERY MOTION. IF IT WERE A DISCOVERY MOTION, YOU
8 KNOW, I COULD GIVE SOME CREDENCE TO WHAT THE OPPOSITION
9 IS SAYING, BUT THIS IS A CONSERVATORSHIP MATTER. THE
10 EXCLUSIVE JURISDICTION OVER THE PROTECTION OF BRITNEY
11 SPEARS IS WITHIN THIS COURTROOM, NONE OTHER. NO OTHER
12 COURT CAN DIVEST THIS COURT OF ITS EXCLUSIVE
13 JURISDICTION TO PROTECT THE WELFARE OF THE CONSERVATEE.
14 IT'S NOT ABOUT A DISCOVERY DISPUTE. THIS IS -- YOUR
15 HONOR, I WILL REMIND THE COURT THAT BACK IN I BELIEVE IT
16 WAS MAY THE COURT MADE A FINDING TO THE EFFECT THAT
17 MS. SPEARS COULD NOT MEANINGFULLY PARTICIPATE IN ANY --

18 THE COURT: MR. WALLET, I'M GOING TO STOP YOU FOR
19 JUST A SECOND. IF YOU WANT TO TRY TO GET MR. TOWNSEND
20 TO CALL IN VIA COURTCALL, I'M HAPPY TO GIVE YOU THAT
21 OPPORTUNITY TO DO IT. I'LL TAKE A SHORT RECESS SO THAT
22 HE CAN PARTICIPATE IN THESE HEARINGS TODAY BECAUSE I
23 UNDERSTAND MR. WALLET IS STARTING TO GO INTO MORE OF THE
24 SUBSTANTIVE ISSUES. BEFORE I NEEDED TO GET THROUGH THE
25 PROCEDURAL ASPECT.

26 SO WHAT I WOULD DO IS I WILL FIND THAT IT
27 WOULD BE APPROPRIATE TO GO FORWARD WITH THE MOTION
28 TODAY, AND IF YOU WOULD LIKE TO GET MR. TOWNSEND, YOU

1 CAN CALL HIM AND GIVE HIM THE COURT CALL NUMBER AND HE
2 CAN SET THAT UP OR ACTUALLY, IF YOU WANTED TO CALL HIM
3 AND SEE IF HE'S AVAILABLE, WE'LL CALL HIM. I THINK WE
4 CAN FROM HERE. JUDGE BECKLOFF KNOWS HOW TO DO IT. I'LL
5 ASK HIM. THEN WE CAN GO FORWARD WITH THE SUBSTANTIVE
6 ISSUES. I'LL TAKE A 10, 15-MINUTE RECESS TO DO THAT.

7 MR. WEXLER: YOUR HONOR, WHEN WE GET TO THE
8 SUBSTANCE, WE BELIEVE THAT IT WOULD BE APPROPRIATE TO
9 SEAL THE PROCEEDINGS, GIVEN THE CAPACITY ISSUES AND ALL
10 THAT.

11 THE COURT: I UNDERSTAND THAT.

12 MR. WALLET: IF I MAY JUST FINISH WHERE I WAS
13 GOING PROCEDURALLY. PROCEDURALLY, I'M OF THE OPINION
14 THAT THEY DON'T EVEN HAVE STANDING IN THIS PROCEEDING.
15 THEY'RE NOT ENTITLED UNDER THE PROBATE CODE TO ANY
16 NOTICE FOR US, US MEANING THE CONSERVATORS OF PERSON AND
17 ESTATE, TO SEEK AN ORDER PROTECTING THE WELL-BEING OF
18 THE CONSERVATEE. FURTHERMORE, THE COURT HAS ALREADY
19 MADE SUCH FINDINGS, BUT I'LL PICK IT UP FROM THERE, YOUR
20 HONOR.

21 THE COURT: OKAY. SORRY I INTERRUPTED YOU.

22 MR. WALLET: NO.

23 THE COURT: ALL RIGHT. THEN LET'S TAKE A -- DO
24 YOU THINK IT WILL TAKE MORE THAN 10 MINUTES TO DO THAT,
25 TO MAKE THAT PHONE CALL?

26 MS. NICOL: PROBABLY NOT, YOUR HONOR.

27 THE COURT: PROBABLY NOT WHAT?

28 MS. NICOL: PROBABLY NOT A PROBLEM TO HAVE --

1 THE COURT: SO I'LL TAKE A 10-MINUTE RECESS.

2 (RECESS TAKEN.)

3 THE COURT: ALL RIGHT. MR. TOWNSEND, THIS IS
4 COMMISSIONER GOETZ. YOU'RE ON THE SPEAKER PHONE IN THE
5 COURTROOM, DEPARTMENT 9, IN SUPERIOR COURT OF L.A.
6 COUNTY.

7 MR. TOWNSEND: GOOD MORNING, JUDGE.

8 THE COURT: I DID GRANT THE EX PARTE REQUEST TO
9 HAVE YOU APPEAR IN CONJUNCTION WITH MR. ASHBY AND
10 MS. NICOL. AND I DON'T KNOW IF YOU'RE AWARE, BUT THE
11 INITIAL ISSUE HAD TO DO WITH WHETHER OR NOT THIS COULD
12 PROCEED BY EX PARTE. AFTER THE COURT TOOK A RECESS AND
13 HEARING FROM MR. WEXLER, WHO IS PRESENT ON BEHALF OF
14 LUCE, FORWARD ON BEHALF OF MR. JAIMIE SPEARS, THE COURT
15 IS GOING TO BE PROCEEDING BY EX PARTE TODAY. SO I
16 WANTED TO GET YOU ON THE PHONE SO YOU COULD PARTICIPATE
17 IN THE SUBSTANTIVE ASPECTS OF THIS MOTION FOR THE
18 PROTECTIVE ORDER.

19 MR. WALLET WAS GOING TO GET INTO THE
20 SUBSTANTIVE ISSUES. SO LET ME TELL YOU WHO IS PRESENT
21 HERE IN THE COURTROOM. MS. COHEN, MR. WEXLER, AND
22 MS. WYLE FROM LUCE, FORWARD; MR. WALLET WHO IS
23 CO-CONSERVATOR OF THE ESTATE WITH MR. SPEARS; MR. INGHAM
24 IS PRESENT ON BEHALF OF MS. SPEARS; MR. ASHBY AND
25 MS. NICOL.

26 I DID INTERRUPT MR. WALLET SO WE COULD GET
27 YOU ON THE PHONE. SO I'M GOING TO LET HIM EITHER START
28 OVER OR CONTINUE.

1 MR. WEXLER: YOUR HONOR, SO WE'LL PROCEED WITH THE
2 PROCEDURAL TYPES OF THINGS, AND THEN WHEN WE GET INTO
3 THE SUBSTANCE OF THE CAPACITY ISSUES, THE COURTROOM WILL
4 BE CLEARED?

5 THE COURT: CORRECT. MR. WALLET WAS MAKING THE
6 POINT THAT THIS IS A MOTION THAT IS NOT A DISCOVERY
7 ISSUE BUT A CONSERVATORSHIP MATTER AND HE QUESTIONS THE
8 STANDING OF MR. TOWNSEND AND MR. ASHBY AND MS. NICOL TO
9 BE OPPOSING THE MOTION FOR THE PROTECTIVE ORDER. I
10 THINK THAT'S WHERE WE LEFT OFF.

11 MR. WALLET: YES, YOUR HONOR. AND ALSO I STATED
12 THE FACT THAT THIS COURT IS THE ONLY COURT THAT HAS
13 EXCLUSIVE JURISDICTION OVER THE CONSERVATORSHIP
14 PROCEEDINGS, WHICH THIS IS A CONSERVATORSHIP PROCEEDING.
15 IT IS NOT A PROCEEDING IN THE FLORIDA LITIGATION AND AS
16 SUCH THIS COURT CAN MAKE AND HAS A DUTY TO MAKE ORDERS
17 TO PROTECT THE CONSERVATEE WITH RESPECT TO HER
18 WELL-BEING AND ANYTHING THAT WOULD CAUSE HER HARM AND SO
19 FINDINGS HAVE PREVIOUSLY BEEN MADE. WE CAN DISCUSS THAT
20 LATER.

21 AND AS I SAID, I THINK THEY, THE OPPOSING
22 COUNSEL, REALLY DON'T HAVE ANY STANDING HERE WHATSOEVER
23 BECAUSE THEY CANNOT ARGUE IN THE CONSERVATORSHIP
24 PROCEEDING WHAT IS APPROPRIATE, THAT THEY HAVE NO
25 INTEREST WHATSOEVER TO ARGUE WHAT IS APPROPRIATE FOR
26 THIS COURT TO ORDER WITH RESPECT TO THE CARE AND THE
27 PROTECTION OF THE CONSERVATEE. IF WE WERE CONCERNED
28 ABOUT MAKING DISCOVERY KINDS OF ARGUMENTS, WE'D DO IT IN

1 THE FLORIDA LITIGATION, BUT THAT IS NOT WHAT THIS IS
2 ABOUT AND THIS IS BASED ON A PRIOR FINDING THIS COURT
3 HAS ALREADY MADE.

4 THE COURT: ALL RIGHT. MR. WEXLER, DID YOU WISH
5 TO BE HEARD?

6 MR. WEXLER: YES. TURNING TO THIS PROCEDURAL
7 POINT, AS MR. WALLET SAID, THE FACT THAT WE'RE DEALING
8 WITH A CONSERVATORSHIP AND A TEMPORARY CONSERVATEE WHO
9 IS UNDER THE PROTECTION OF THIS COURT IS, TAKEN ALONE,
10 ENOUGH REASON WHY THIS COURT HAS JURISDICTION TO ACT AND
11 I'D LIKE TO RESPOND BRIEFLY TO A COUPLE OF ARGUMENTS
12 RAISED BY THE FLORIDA PLAINTIFFS. FIRST, THERE'S AN
13 ARGUMENT THEY MAKE THAT THERE'S A FORUM SELECTION CLAUSE
14 IN THIS AGREED ORDER VACATING FINAL DEFAULT JUDGMENT
15 WHICH IS EXHIBIT B, I BELIEVE, TO WHAT THEY FILED AND
16 THAT REFERS TO THE AGREEMENT TO WAIVE ANY OBJECTIONS
17 REGARDING THIS COURT'S JURISDICTION. THAT'S JUST A
18 WAIVER OF OBJECTIONS TO PERSONAL JURISDICTION. THERE'S
19 NOTHING IN HERE SAYING THAT THERE'S EXCLUSIVE
20 JURISDICTION OF THE FLORIDA COURT TO DO ANYTHING WITH
21 REGARD TO THIS LITIGATION, MUCH LESS WAIVING THE RIGHTS
22 THAT THIS COURT AS THE COURT GOVERNING THE
23 CONSERVATORSHIP HAS TO RULE ON THIS ISSUE.

24 ALSO, I'D POINT OUT THAT SECTION 2029.010
25 OF THE CURRENT CALIFORNIA CODE OF CIVIL PROCEDURE AND
26 ALSO UNIFORM INTERSTATE DEPOSITIONS AND DISCOVERY ACT
27 WHICH IS GOING INTO EFFECT JANUARY OF 2010 EXPRESSLY
28 RECOGNIZED THAT IT'S THE COURT OF THE FORUM STATE THAT

1 HAS THE POWER TO RULE ON ISSUES INVOLVING DEPOSITIONS OF
2 SOMEBODY WHO IS FROM OUT OF STATE, EVEN IF THEY'RE A
3 PARTY TO THE LAWSUIT, AND I DON'T BELIEVE THAT
4 MS. SPEARS, ALTHOUGH -- THAT MS. SPEARS IS REALLY A
5 PARTY FOR PURPOSES OF DISCOVERY BECAUSE IT'S A TEMPORARY
6 CO-CONSERVATOR WHO HAS APPEARED IN THAT CASE ON HER
7 BEHALF. BUT EVEN ASSUMING THAT SHE IS A PARTY FOR THESE
8 PURPOSES, BOTH THE CURRENT CALIFORNIA STATUTE AND THE
9 UNIFORM ACT SHOW THAT THE COURT OF THE FORUM STATE HAS
10 THE POWER TO RULE ON DISCOVERY ISSUES INVOLVING THE
11 DEPONENT FOR WHEN THE DEPOSITIONS ARE BEING TAKEN IN
12 THAT STATE. SO THERE'S NO JURISDICTIONAL IMPEDIMENT TO
13 THE COURT GRANTING A PROTECTIVE ORDER.

14 THE COURT: ANYTHING FURTHER?

15 MR. WEXLER: NOTHING BEYOND WHAT WE'LL HAVE TO SAY
16 UNDER SEAL.

17 THE COURT: MR. INGHAM, DID YOU WISH TO BE HEARD?

18 MR. INGHAM: YES. THANK YOU, YOUR HONOR. BRIEFLY
19 AS I POINTED OUT, THIS IS A PROCEDURAL -- A PROTECTIVE
20 PROCEEDING FOR THE BENEFIT OF MY CLIENT. IT IS THE
21 EXCLUSIVE PROTECTIVE PROCEEDING. THERE IS NO FLORIDA
22 CONSERVATORSHIP, AND THE FLORIDA COURT IS COMPLETELY
23 UNEQUIPPED TO MAKE ANY FINDINGS WITH REGARD TO MY
24 CLIENT'S ABILITY TO PARTICIPATE IN A DEPOSITION. THE
25 OPPOSITION TO THIS MOTION GIVES AWAY THE GAME HERE ON
26 PAGE 13 BEGINNING AT LINE IT APPEARS TO BE 17 AND A
27 HALF. THEY MAKE AN ARGUMENT THAT MY CLIENT APPEARS TO
28 HAVE CAPACITY. THIS IS EXACTLY THE KIND OF ARGUMENT

1 THAT CANNOT BE DEALT WITH IN THE FLORIDA COURT BECAUSE
2 THE FLORIDA COURT DOES NOT HAVE ACCESS TO MY CLIENT'S
3 CONFIDENTIAL MEDICAL INFORMATION. FOR THIS REASON, I
4 BELIEVE THAT THE PROTECTIVE ORDER SHOULD BE GRANTED
5 SIMPLY ON PROCEDURAL GROUNDS.

6 MR. WALLET: YOUR HONOR, IF I MAY TO THAT POINT,
7 WE'RE INVOLVED IN OTHER MATTERS, OTHER LITIGATION
8 MATTERS IN VARIOUS STATES AND OTHER PLACES. IF WE WERE
9 TO -- IF WE WERE TO ADOPT THE OPPOSITION'S ARGUMENT,
10 THEORETICALLY I WOULD HAVE -- I WOULD HAVE MULTIPLE
11 OTHER STATES AND MULTIPLE OTHER STATES HAVING HEARINGS
12 IN DETERMINING THE CAPACITY OF MS. SPEARS. THAT'S AN
13 ABSURDITY. THIS IS THE ONLY COURT THAT HAS JURISDICTION
14 TO DO THAT, AND SO THAT ARGUMENT CERTAINLY IS
15 FALLACIOUS.

16 THE COURT: MR. ASHBY, WHICH ONE OF YOU IS GOING
17 TO BE ARGUING THIS?

18 MS. NICOL: YOUR HONOR, FARAH NICOL. A COUPLE OF
19 POINTS IN RESPONSE. FIRST OF ALL, AS TO THE STANDING,
20 WE'RE HERE TODAY BEFORE YOUR HONOR BECAUSE WE WERE GIVEN
21 EX PARTE NOTICE THAT THEY WERE COMING IN TO TRY TO
22 ABROGATE OR AFFECT ADVERSELY RIGHTS THAT THE PLAINTIFF
23 HAS IN THIS FLORIDA LITIGATION. THEY'RE THE ONES WHO
24 BROUGHT US TO THIS PARTY. SO TO SAY IT'S NOT THAT WE
25 JUST CAME HERE FOR NO GOOD REASON, WE WERE TOLD TO COME
26 HERE BECAUSE THEY WERE SEEKING TO DO EXACTLY WHAT THEY
27 SAY THEY'RE NOT, WHICH WAS AFFECT DISCOVERY RIGHTS
28 SPECIFICALLY IN ANOTHER LITIGATION PENDING BEFORE

1 ANOTHER JUDGE IN ANOTHER JURISDICTION. AND TO ADDRESS
2 THE COURT AND SAY THIS IS MERELY A CONSERVATOR MATTER
3 AND THIS IS NOT A DISCOVERY MATTER, EVERYTHING CITED IN
4 THEIR EX PARTE APPLICATION, YOUR HONOR, IS FROM THE CODE
5 OF CIVIL PROCEDURE DISCOVERY STATUTES. IT'S ALL ABOUT
6 DISCOVERY.

7 AND OUR ISSUE IS WE HAVE NO PROBLEM WITH
8 YOUR HONOR MAKING FINDINGS OF FACT, FINDINGS OF FACT
9 ABOUT HER CAPACITY AND ISSUES THAT MIGHT BE RELATED TO
10 THAT. ALL WE'RE SAYING, YOUR HONOR, IS THAT THOSE
11 FINDINGS OF FACT MUST THEN BE DELIVERED TO THE COURT IN
12 FLORIDA WHERE THIS LITIGATION IS PENDING, AND IT IS THAT
13 COURT WHO THEN SHOULD MAKE A DECISION ABOUT WHETHER THE
14 DISCOVERY GOES FORWARD BASED ON YOUR HONOR'S FINDINGS OF
15 FACT. WE CERTAINLY RECOGNIZE THAT YOUR HONOR IS THE ONE
16 TO MAKE THOSE FINDINGS OF FACT WITH REGARDS TO HER
17 CAPACITY, BUT TO TRY TO BIND THE RIGHTS OF THE PARTIES
18 IN THE FLORIDA LITIGATION AND COME BACK TO THIS COURT
19 WITH EVERY SINGLE DISCOVERY DISPUTE THAT THEY HAVE IS
20 CLEARLY NOT SANCTIONABLE AND SUPPORTED BY LAW.

21 THE COURT: WELL, I THINK THAT REALLY
22 MISCHARACTERIZES WHAT HAPPENED. FIRST OF ALL, IT'S MY
23 UNDERSTANDING THAT THE TEMPORARY CO-CONSERVATORS HAVE
24 OFFERED YOU SEVERAL ALTERNATIVES. THEY'VE OFFERED YOU
25 THE ALTERNATIVE OF PROCEEDING VIA WRITTEN
26 INTERROGATORIES AND OTHER DISCOVERY METHODS AND THEY
27 ALSO SUGGESTED THAT YOU MIGHT WANT TO WAIT 60 DAYS
28 WITHOUT ANY PREJUDICE AND THEN SEE WHERE WE ARE AND BOTH

1 OF THOSE WERE DECLINED. SO THE OTHER PIECE OF IT IS,
2 YES, YOU'RE INVITED TO THE PARTY AS YOU SAY, BUT THAT'S
3 A DEFENSIVE MEASURE TAKEN BY THE TEMPORARY
4 CO-CONSERVATORS TO PROTECT THE CONSERVATEE. THEY WERE
5 ALREADY NOTICED FOR THE DEPOSITION. SO IT'S NOT AS IF
6 YOU CAME TO THIS COURT AND ASKED THE COURT TO MAKE
7 SPECIFIC FINDINGS. YOU'RE HERE BECAUSE THEY'VE TAKEN A
8 DEFENSIVE POSTURE AND THEY'RE HERE TO DEFEND THAT. SO I
9 JUST WANT TO PUT IT INTO THE RIGHT CONTEXT.

10 NOW I DO WANT TO SAY I UNDERSTAND THE
11 DIFFERENCE BETWEEN THE DISCOVERY ISSUES AND THE
12 CONSERVATORSHIP ISSUES. AND RELATIVE TO THE DISCOVERY
13 ISSUES, I THINK, IF IN FACT THAT'S WHAT THIS WERE, THEN
14 YOU WOULD HAVE TAKEN ADVANTAGE OF EITHER OR BOTH OF THE
15 OFFERS THAT WERE EXTENDED BY DOING SOME DISCOVERY VIA
16 WRITTEN OR PRODUCTION REQUESTS AND/OR DELAYING THE
17 ACTUAL DEPOSITION. THERE'S A LOT OF INQUIRY IN THE
18 OPPOSITION REGARDING THE CAPACITY OF MS. SPEARS AND
19 THERE'S DISCUSSION ABOUT WHAT SHE'S BEEN DOING AND THAT
20 FROM APPEARANCES THEN SHE SHOULD BE ABLE TO HAVE HER
21 DEPOSITION TAKEN AND I THINK MR. WALLET WAS CORRECT WHEN
22 HE SAID THAT IT WAS APPARENT IN YOUR OPPOSITION WHAT YOU
23 WERE REALLY AFTER AND I THINK, IF THAT IS THE CASE AND
24 THAT'S HOW IT'S INTERPRETED NOT ONLY BY THE COURT BUT BY
25 OPPOSING COUNSEL, THAT IS AN ISSUE THAT LIES SQUARELY IN
26 THIS COURT AND IS NOT A DISCOVERY ISSUE FOR THE
27 LITIGATION IN FLORIDA.

28 MS. NICOL: YOUR HONOR, LET ME RESPOND ON THE

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1 60-DAY STIPULATION. WE WERE AGREEABLE TO DO THAT, AND
2 I'LL LET MR. TOWNSEND RESPOND BECAUSE HE HAD THE
3 SPECIFIC DISCUSSIONS BUT IT'S MY CLEAR UNDERSTANDING
4 THAT THE PROBLEM WAS THEY WEREN'T WILLING TO GIVE A DATE
5 IN THE 60-DAY WINDOW, A SPECIFIC DATE, RATHER THAN JUST
6 SAY LET'S JUST TABLE THIS WHOLE THING FOR 60 DAYS AND
7 THE INFORMATION -- AND IN THE OPPOSITION ABOUT, "GEE,
8 SHE'S GOT A NEW ALBUM COMING OUT, SHE'S GOING TO BE ON
9 TOUR MAKING THESE APPEARANCES," IT'S ALSO IN LARGE PART
10 TO SAY IN 60 DAYS OR EVEN IN 45 DAYS, WHAT WE'RE GOING
11 TO HEAR IS "SHE CAN'T GIVE HER DEPOSITION BECAUSE NOW
12 SHE'S TOO BUSY. SHE'S NOW ENGAGED. SHE'S NOW GIVING A
13 CONCERT IN LONDON, SHE'S PREPARING FOR HER TOUR." AND
14 IT POTENTIALLY COULD BE A SIX-MONTH PERIOD OF TIME
15 BEFORE WE COULD EVER SEE HER DEPOSITION.

16 BUT I WANT TO BE CLEAR, YOUR HONOR IN
17 MAKING FINDINGS WITH REGARDS TO HER CAPACITY IS
18 SOMETHING THAT WE WILL RESPECT AND TAKE TO THE FLORIDA
19 COURT AND WE DON'T HERE SEEK TO NEGOTIATE WITH YOUR
20 HONOR ON THAT ISSUE. WE JUST WANT TO BE CLEAR ABOUT THE
21 PROTECTIVE ORDERS.

22 THE COURT: YOU UNDERSTAND THIS MATTER IS SET FOR
23 A TRIAL SETTING CONFERENCE IN DECEMBER. I THINK THAT IS
24 AN OPEN ISSUE. I DON'T THINK THAT THERE'S ANYTHING
25 THAT'S CONCLUSIVE AT THIS MOMENT IN TIME. SO WHEN
26 YOU'RE TOLD THAT YOU CAN'T BE GIVEN A DATE CERTAIN 60
27 DAYS OUT, IT'S A QUESTION I DON'T THINK ANYBODY HAS THE
28 ANSWER TO THAT QUESTION.

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1 BUT I HAVE A SEPARATE ISSUE SEPARATE AND
2 APART FROM THAT, AND THAT IS I LOOKED AT THE CASE
3 MANAGEMENT ORDER FROM THE COURT IN FLORIDA AND
4 DISCOVERY, IF I UNDERSTAND CORRECTLY, WILL NOT CUT OFF
5 UNTIL SOMETIME IN JANUARY OF 2010. SO I'M TRYING TO
6 FIGURE OUT WHAT THE URGENCY IS AND WHAT THE PREJUDICE IS
7 TO DELAYING THIS TO A DATE AFTER NOVEMBER 17TH OF THIS
8 YEAR, 2008.

9 MS. COHEN: YOUR HONOR, I'D LIKE TO ADDRESS THAT
10 MISREPRESENTATION AS WELL. I HAD THE CONVERSATION WITH
11 MR. TOWNSEND. SO I'M ADDRESSING IT, BUT I SPECIFICALLY
12 TOLD MR. TOWNSEND THAT WE WOULD OFFER TO -- WE SUGGESTED
13 THAT THE DEPOSITION BE PUT OFF FOR 60 DAYS, 60 DAYS FROM
14 NOVEMBER 17TH. THAT IS A FIRM DATE. AND HE NEVER
15 SAID -- HE NEVER RESPONDED TO ME "WELL, YOU DIDN'T GIVE
16 ME A FIRM DATE," OR "WHAT DATE ARE WE TALKING ABOUT?" I
17 OFFERED 60 DAYS FROM NOVEMBER 17TH.

18 THE COURT: OKAY.

19 MS. WYLE: YOUR HONOR, IF I COULD BE HEARD JUST
20 BECAUSE I WAS ON THAT TELEPHONE CONFERENCE CALL. AT NO
21 TIME WERE ANY ISSUES RAISED BY THE CONSERVATORS OTHER
22 THAN THE ISSUES RELATING TO THIS CONSERVATORSHIP, HER
23 CAPACITY AND PROTECTING HER. AT NO TIME WAS THERE
24 RAISED ANY ISSUE ABOUT THE TOUR OR ANYTHING LIKE THAT
25 AND HER SCHEDULE AND WE CERTAINLY NEVER STATED AND NEVER
26 WOULD STATE THAT SHE WAS SIMPLY TOO BUSY TO ATTEND. I
27 JUST WANTED TO CLARIFY THE RECORD.

28 THE COURT: OKAY. MR. TOWNSEND, DID YOU WANT TO

1 WEIGH IN ON ANY OF THIS?

2 MR. TOWNSEND: I WOULD, JUDGE, IF YOU CAN HEAR ME.
3 UNFORTUNATELY I'M ON A BAD PHONE AND WAS ORIGINALLY TOLD
4 I WOULD NOT BE ALLOWED TO APPEAR BY TELEPHONE. SO I
5 APPRECIATE YOUR LETTING ME SPEAK.

6 THE COURT: I THINK IT WAS UNCLEAR ABOUT WHETHER
7 OR NOT YOU WERE GOING TO BE APPEARING IN THE MATTER AT
8 ALL AND THEN, AFTER READING THE EX PARTE REQUEST, IT WAS
9 DECIDED THAT IT'S CERTAINLY APPROPRIATE FOR YOU TO DO
10 SO. WE CAN HEAR YOU JUST FINE.

11 MR. TOWNSEND: GREAT. JUST A QUICK COMMENT ON THE
12 60 DAYS. I BELIEVE OUR POSITION HAS BEEN THAT WE'RE
13 OPEN TO A 60-DAY SORT OF CONTINUATION. WHAT WE HAD
14 ASKED FOR, YOUR HONOR, WAS TO PICK A DATE AND I'VE
15 CONSISTENTLY SAID THAT, IF THERE WAS AN ISSUE WITH
16 CAPACITY, WE WOULD AGREE TO CONTINUE IT AGAIN. WHAT WE
17 DID NOT FEEL WAS APPROPRIATE WAS THAT AN ORDER BE
18 ENTERED THAT SAYS WE HAVE TO COME BACK TO YOUR HONOR AND
19 REHEAR THIS AND GET AN ORDER SAYING NOW THE PROTECTIVE
20 ORDER IS LIFTED AND WE MAY PROCEED WITH THE DEPOSITION.
21 WE THOUGHT IT WAS DUPLICATIVE.

22 WE ALSO BELIEVE FIRMLY THAT THE PARTIES IN
23 THIS CASE THROUGH THE CONSERVATORS AND THROUGH COUNSEL
24 WHO SAT THERE WITH THE JUDGE IN ORLANDO WHEN THE ORDER
25 WAS ENTERED ARE CLEAR THAT OUR ORDER COVERS ALL MATTERS
26 IN THIS LITIGATION IN FLORIDA, INCLUDING DISCOVERY, AND
27 CERTAINLY THEY SHOULD CONSIDER THE JUDGE, WHO'S RENEE
28 ROCHE (PHONETIC), VERY SHARP, WOULD CONSIDER ANY OF THE

1 CONSERVATORSHIP HEARING FINDINGS AND SO I WILL ADDRESS
2 THE 60-DAY ISSUE AND SAY WE HAVE ALWAYS BEEN OPEN TO
3 THAT.

4 IN FACT, IT'S A SHAME WE'RE EVEN IN FRONT
5 OF YOU FOR THIS. I THINK THE CONSERVATORS SORT OF
6 JUMPED THE GUN ON THIS PROTECTIVE ORDER. WE HAVE NEVER
7 FILED A MOTION TO COMPEL MS. SPEARS'S DEPOSITION IN THIS
8 CASE.

9 THE COURT: YOU FILED A NOTICE OF DEPOSITION,
10 DIDN'T YOU?

11 MR. TOWNSEND: YES, MA'AM.

12 THE COURT: IF SHE DOESN'T APPEAR, THEN THAT'S
13 GOING TO BE A PROBLEM.

14 MR. TOWNSEND: WELL, WE ROUTINELY IN THIS BUSINESS
15 CONTINUE DEPOSITIONS AND WORK WITH OPPOSING COUNSEL ON
16 DATES AND HAVE SAID WE WOULD DO SO AGAIN. SO THE NOTICE
17 IS THERE, YES, BUT WE HAVE NEVER MOVED TO COMPEL. WE'VE
18 BEEN RESPECTFUL OF MS. SPEARS'S TREATMENT. I WOULD LIKE
19 TO SPECIFICALLY SAY FOR MR. WRIGHT, MY CLIENT, ON THE
20 RECORD, THE ACTIONS FROM OUR END HAVE NEVER BEEN TO
21 HARASS MS. SPEARS. MR. WRIGHT WAS VERY CLOSE TO HER AND
22 MANAGED HER CLOSELY FOR MANY, MANY YEARS. WE WOULD JUST
23 LIKE TO TAKE HER DEPOSITION WHEN SHE IS READY.

24 NOW WE'RE IN THE DARK ON THAT, WHEN SHE IS
25 READY. DEFENDANTS HAVE THE BURDEN TO SHOW THIS COURT
26 THAT SHE'S NOT READY AND TO SHOW OUR FLORIDA COURT SHE'S
27 NOT READY. WE HAVE BEEN, YOUR HONOR, LEFT COMPLETELY IN
28 THE DARK. WE HAVE NO CLUE AS TO WHAT HER CONDITION IS.

1 THE COURT: MR. TOWNSEND, I NEED TO RESPOND TO
2 THAT. I THINK -- WELL, FIRST OF ALL, THERE ARE SEALING
3 ORDERS IN PLACE IN THIS COURT AND I'M NOT PREPARED TO
4 DISCUSS ANYTHING THAT'S UNDER SEAL IN ANY CAPACITY.
5 THIS COURT HAS -- MR. WALLET WAS CORRECT -- MADE
6 SPECIFIC FINDINGS RELATIVE TO GRANTING THE TEMPORARY
7 CONSERVATORSHIP, AND AS FAR AS THIS COURT IS CONCERNED,
8 THE MATTER IS STILL PENDING AND BEING SET FOR TRIAL
9 SETTING I THINK ON DECEMBER 22ND. SO I DON'T KNOW THAT
10 WE COULD MAKE ANY FURTHER COMMENT.

11 I PROMISE YOU THIS COURT IS NOT GOING TO BE
12 USED AS A METHOD OF AVOIDING DISCOVERY AND IT WOULD BE A
13 HUGE ABUSE OF THIS COURT'S DISCRETION IF THIS COURT WERE
14 TO ENTERTAIN THE THOUGHT OF CONTINUING ANY
15 CONSERVATORSHIP, TEMPORARY OR PERMANENT, BEYOND THE
16 APPROPRIATE TIME AND THAT IS NOT WHAT THIS COURT IS
17 ABOUT. SO IF THAT'S THE THOUGHT, I WANT TO DISPEL THAT
18 RIGHT NOW.

19 MS. NICOL: THANK YOU, YOUR HONOR. THAT WAS
20 REALLY OUR MAIN CONCERN. SO I APPRECIATE YOUR HONOR
21 MAKING THAT CLEAR. THAT IS A LARGE PART OF WHAT THE
22 CONCERN IS ABOUT, THAT THIS WOULD CONTINUE ON -- I KNOW
23 YOUR HONOR WOULD NOT CONTINUE ON THE CONSERVATORSHIP,
24 BUT AFTER THAT LIFTED, THEN WE WOULD BE DEALING WITH
25 OTHER ISSUES. AND AGAIN THEY NOTICED US TO COME AND
26 DEAL WITH THE PROTECTIVE ORDER ISSUE AND THAT'S REALLY
27 THE ONLY REASON WE'RE HERE, TO ADDRESS THOSE CONCERNS.

28 MS. COHEN: YOUR HONOR, I WOULD LIKE TO -- EXCUSE

1 ME. I'M SORRY. I WOULD LIKE TO ADDRESS A COUPLE OF THE
2 STATEMENTS THAT MR. TOWNSEND MADE, AS I DID SPEAK TO HIM
3 ABOUT THE ISSUES HE TALKED ABOUT.

4 THE COURT: MR. TOWNSEND, IT'S MS. COHEN SPEAKING.

5 MS. COHEN: HE REPRESENTED TO THIS COURT THAT THEY
6 WERE AGREEABLE TO CONTINUING THE DEPOSITION. THAT IS
7 ABSOLUTELY NOT CORRECT. HE REJECTED THAT OFFER
8 OUTRIGHT. AND ALSO, IN ADDITION, MR. TOWNSEND DID
9 INDICATE TO FLORIDA COUNSEL THAT HE WOULD MOVE TO COMPEL
10 IF WE INDICATED TO HIM THAT MS. SPEARS WOULD NOT BE
11 PRODUCED FOR HER DEPOSITION ON NOVEMBER 17TH.

12 THE COURT: WELL, I THINK --

13 MR. TOWNSEND: WE HAVE NOT MOVED TO COMPEL, JUDGE.

14 THE COURT: IT'S NOT THAT YOU HAVE MOVED. IT'S
15 THAT YOU INDICATED YOU WOULD MOVE IF SHE WASN'T
16 PRODUCED.

17 MR. TOWNSEND: MAY I RESPOND TO THAT?

18 THE COURT: WELL, YES, BUT I THINK WE NEED --

19 MR. TOWNSEND: SINCE THE CASE HAS BEEN FILED FOR A
20 YEAR, WE HAVE NOT MOVED TO COMPEL ONCE. WE'VE BEEN VERY
21 PATIENT. WE NOTICED THE DEPOSITION. I SAID EVENTUALLY
22 WE WILL WANT TO MOVE TO COMPEL IF THE CONSERVATORSHIP IS
23 LIFTED AND THERE'S EVIDENCE THAT THERE IS CAPACITY
24 EITHER THROUGH YOUR HONOR'S RULING OR THEN AT SOME POINT
25 WE WILL BUT WE HAVE NEVER EVEN DRAFTED A MOTION TO
26 COMPEL IN THIS CASE TO DATE AND HAVE BEEN -- WE ARE
27 RESPECTFUL TO HER TREATMENT AND VERY PATIENT.

28 WE'VE PROCEEDED WITH DISCOVERY IN OTHER

1 AREAS. IT IS OUR UNDERSTANDING IN FACT TODAY YOUR HONOR
2 WAS CONSIDERING THERE'S A STATUS HEARING. THE
3 CONSERVATORSHIP THEORETICALLY COULD HAVE BEEN OR MAY BE
4 LIFTED EVEN TODAY. SO TO NOTICE IT TO LATER IN NOVEMBER
5 WAS NOT UNREASONABLE. PLUS NOW WE'VE SEEN THE
6 APPEARANCES WHERE SHE SEEMS TO BE DOING SO GREAT. I
7 KNOW THAT'S NOT DETERMINATIVE AND IT'S NOT CONCLUSIVE
8 BUT IT JUST SHOWS THAT IT WAS REASONABLE TO AT LEAST TRY
9 TO SET A DATE AND THEN WE COULD MOVE FORWARD.

10 WE DO THINK THAT IT'S UNFAIR FOR US TO HAVE
11 TO COME BACK AND GET ANOTHER ORDER, YOUR HONOR, TO LIFT
12 THE PROTECTIVE ORDER, CONSIDERING THAT THESE PARTIES AND
13 THE CONSERVATOR WALKED INTO THE FLORIDA COURTROOM AND
14 STIPULATED TO THAT ORDER AS TO JURISDICTION.

15 THE COURT: MR. TOWNSEND, I DO NOT BELIEVE THAT
16 THEY WOULD HAVE THE AUTHORITY TO STIPULATE AWAY
17 CALIFORNIA JURISDICTION OVER A CONSERVATORSHIP. I'M
18 SORRY. I JUST CAN'T BUY THAT ARGUMENT. I DON'T THINK
19 THERE'S ANY AUTHORITY FOR IT, AND I DON'T THINK THEY
20 WOULD HAVE HAD THE ABILITY TO DO SUCH A THING. SO THE
21 CONSERVATORSHIP REMAINS UNDER CALIFORNIA JURISDICTION
22 FOR ALL INTENTS AND PURPOSES.

23 MR. TOWNSEND: CORRECT. I DON'T DISPUTE THAT,
24 YOUR HONOR. I'M SAYING THAT THEY CERTAINLY DIDN'T
25 STIPULATE FOR EVERY SINGLE PURPOSE, BUT FOR DISCOVERY
26 MATTERS AND PROTECTIVE ORDERS, WE THOUGHT THEY DID.

27 MR. INGHAM: MOREOVER, YOUR HONOR, I DON'T BELIEVE
28 THEY WOULD HAVE THE RIGHT TO STIPULATE AS TO ANY

1 ACTIVITY BY MY CLIENT WITHOUT MY PARTICIPATION IN IT,
2 AND I WAS NOT EVEN AWARE OF THE STIPULATION.

3 THE COURT: FAIR ENOUGH, MR. INGHAM. THANK YOU.
4 GOOD POINT.

5 ALL RIGHT. SO WHERE DO WE GO FROM HERE?
6 MR. TOWNSEND, I AM GOING TO GRANT THE PROTECTIVE ORDER.
7 I BELIEVE THAT THERE IS WHOLLY SUFFICIENT EVIDENCE FOR
8 THE COURT TO DO SO, ESPECIALLY AS I'VE INDICATED TO YOU
9 TODAY THAT THE CAPACITY ISSUE CLEARLY REMAINS OPEN AND
10 HAS NOT YET BEEN BY ANY MEANS RESOLVED ONE WAY OR THE
11 OTHER.

12 AND LET'S PICK A DATE FOR THE REVIEW OF THE
13 PROTECTIVE ORDER SO THAT YOU DON'T HAVE TO RUN BACK TO
14 COURT AND ASK FOR RELIEF FROM IT. HOW DOES THAT WORK?

15 MR. TOWNSEND: I GUESS IT WILL HAVE TO WORK.

16 THE COURT: WELL, I THINK IT'S FAIR. I'M NOT
17 ASKING YOU TO FILE A NEW MOTION. I'M JUST SAYING WE'LL
18 PUT IT ON FOR A REVIEW OF THE NECESSITY TO HAVE IT
19 CONTINUE.

20 MR. TOWNSEND: THAT WOULD BE MUCH APPRECIATED.
21 THAT WAS SORT OF ONE OF OUR PROBLEMS, YOUR HONOR, WITH
22 THEIR APPLICATION, THAT WE HAD TO COME BACK AND FILE A
23 MOTION AND GET AN ORDER, YOU KNOW, LIFTING THE
24 PROTECTIVE ORDER. SO THAT IS MUCH APPRECIATED.

25 THE COURT: WE'RE WILLING TO WORK WITH YOU.
26 MR. ASHBY HAS SOMETHING HE WANTS TO SAY.

27 MR. ASHBY: YOUR HONOR, I HAVEN'T HAD A CHANCE TO
28 SPEAK. SO I THOUGHT I MIGHT AS WELL GET ON THE RECORD.

1 AS A PRACTICAL PURPOSE, HOW WOULD THAT WORK? WE'RE NOT
2 GOING TO HAVE THE ABILITY TO PRODUCE ANY EVIDENCE THAT
3 SHE DOES HAVE CAPACITY. WE'D JUST BE FALLING BACK ON
4 ANECDOTAL EVIDENCE.

5 THE COURT: I'LL BE PUTTING IT ON FOR REVIEW.
6 IT'S WHAT I SAID BEFORE. I'M NOT GOING TO RENEW THE
7 TEMPORARY CONSERVATORSHIP AND I'M NOT GOING TO FAIL TO
8 TERMINATE A PERMANENT CONSERVATORSHIP IF THERE'S NO
9 BASIS FOR IT. I AM CHARGED WITH THAT RESPONSIBILITY.
10 IT WOULD BE AN ABUSE OF MY DISCRETION. I VALUE THAT
11 OVER ANYTHING IN ANY MATTER BEFORE ME. SO I'M NOT HERE
12 TO BE A PAWN FOR ANYBODY. I'M OFFERING YOU THE
13 ALTERNATIVE INSTEAD OF COMING IN TO ASK FOR AFFIRMATIVE
14 RELIEF TO COME IN AND ESSENTIALLY THE ONLY THING THAT
15 WOULD BE DEALT WITH IS WHETHER THE PROTECTIVE ORDER
16 NEEDS TO BE CONTINUED AND, IF IT DOES, THEN IT WILL AND
17 WE'LL DISCUSS HOW LONG AND, IF IT DOESN'T, THEN IT WON'T
18 BE CONTINUED.

19 MR. ASHBY: FRANKLY, YOUR HONOR, I UNDERSTAND THAT
20 AND I APPRECIATE YOUR HONOR'S AUTHORITY AND YOUR
21 DISCRETION. THE ONLY QUESTION I WAS ASKING -- BECAUSE
22 FRANKLY WE ARE NEW TO HOW THESE PROCEEDINGS WERE
23 WORKING -- WOULD WE BE INVOLVED IN IT? AND IF YOUR
24 HONOR SAYS, "I'VE REVIEWED" --

25 THE COURT: THIS IS NOT AN EVIDENTIARY HEARING AND
26 IT'S NOT TO OPEN UP THE ISSUE OF CAPACITY. THE ONLY
27 PURPOSE OF THIS IS TO DETERMINE WHETHER OR NOT THERE'S A
28 CONTINUED NEED FOR THE PROTECTIVE ORDER TO REMAIN IN

1 PLACE.

2 MR. TOWNSEND: YOUR HONOR, CONCEIVABLY CAN THAT
3 TAKE PLACE EVEN THOUGH THE CONSERVATORSHIP CONTINUES?
4 AND WHAT I MEAN BY THAT IS, I NOTE YOUR FIRST
5 CONSERVATORSHIP ORDER WAS LIMITED, THAT SHE WAS ABLE TO
6 PARTICIPATE IN SOME THINGS AND NOT OTHERS. AS TIME WENT
7 ON, IT SORT OF EXPANDED. SO --

8 THE COURT: I THINK YOU'RE LOOKING AT --

9 MR. TOWNSEND: IT'S POSSIBLE -- IF YOUR ORDER
10 WOULD STATE THAT IT WOULD BE TRIGGERED ON A CERTAIN DATE
11 OR ALTERNATIVELY WHEN THE CONSERVATORSHIP ENDS OR ARE
12 THERE OTHER TRIGGERS WE WOULD PUT IN AS TO HER CAPACITY
13 THAT ONLY YOU KNOW ABOUT?

14 THE COURT: WELL, I DON'T HAVE A PROBLEM PUTTING A
15 TRIGGER IN WHEN THE CONSERVATORSHIP IS TERMINATED. I
16 DON'T HAVE AN ISSUE WITH THAT. WE CAN MAKE THAT ONE OF
17 THE TRIGGERS. IN TERMS OF HOW YOU'RE REVIEWING THE
18 ORDERS THAT WERE MADE, THIS COURT CRAFTED VERY LIMITED
19 ORDERS AT THE OUTSET ONLY BECAUSE THE INFORMATION WAS
20 LIMITED AND THE COURT DIDN'T WANT TO EXCEED ITS
21 AUTHORITY AND, OVER TIME AS THINGS BECAME MORE APPARENT,
22 THEN THE ORDERS WERE CRAFTED TO ADDRESS THOSE. IT'S NOT
23 FOR ANY OTHER PURPOSE. SO I JUST WANTED TO DISPEL ANY
24 NOTIONS YOU MIGHT HAVE OF HOW YOU WERE REVIEWING THOSE
25 PRIOR ORDERS.

26 I HAVE NO PROBLEM PUTTING IN ONE OF THE
27 TRIGGERS BEING THE TERMINATION OF THE CONSERVATORSHIP.
28 I DON'T THINK ANYONE HERE WOULD. MS. COHEN? MR. --

1 MS. COHEN: NO. I THINK WE OFFERED THAT.

2 MR. WEXLER: THE PROPOSED ORDER SAYS "GOOD CAUSE
3 BEING FOUND, IT IS ORDERED THAT THE FLORIDA PLAINTIFFS
4 MAY NOT TAKE BRITNEY'S DEPOSITION IN THE FLORIDA ACTION
5 UNLESS AND UNTIL THIS COURT TERMINATES THE TEMPORARY
6 CONSERVATORSHIP OR ENTERS AN ORDER FINDING THAT BRITNEY
7 IS ABLE TO BE DEPOSED." I GUESS UNTIL THE COURT
8 TERMINATES THE CONSERVATORSHIP OR ENTERS AN ORDER
9 FINDING THAT BRITNEY IS ABLE TO BE DEPOSED, WHICHEVER IS
10 EARLIER, I THINK THAT WOULD COVER THE PROCEDURE THAT THE
11 COURT HAS BEEN DISCUSSING USING.

12 THE COURT: WE'RE PRETTY MUCH SAYING THE SAME
13 THING. I DON'T MIND PUTTING IT OVER FOR REVIEW IF YOU
14 WANT A 60-DAY REVIEW. WE CAN DO -- 90 WOULD PROBABLY BE
15 BETTER, BUT YOU KNOW --

16 MR. TOWNSEND: SINCE THEY OFFERED 60, WE WOULD
17 APPRECIATE AS SOON AS POSSIBLE. BUT YOU KNOW --

18 THE COURT: WELL, LET ME JUST TELL YOU ONE THING.
19 I'M OUT FOR QUITE A BIT OF JANUARY. SO WE'RE PROBABLY
20 GOING TO HAVE TO PUT IT IN EARLY FEBRUARY ONLY FOR THAT
21 REASON. WHAT I NORMALLY TRY TO DO FOR THESE MATTERS IS
22 PUT THEM ON FOR A SEPARATE DAY WHEN I DON'T HAVE TOO
23 MANY THINGS PENDING.

24 MS. NICOL: YOUR HONOR, I'M GONE AT THE END OF
25 DECEMBER. THAT WOULD BE ABOUT 60 DAYS. IF WE WOULD --

26 THE COURT: IF YOU LOOK AT THE CALENDAR, YOU KNOW,
27 STARTING DECEMBER 29TH, I'M OUT SO. THAT'S WHAT I'M
28 LOOKING AT. WE'RE ALREADY COMING BACK ON DECEMBER 22ND,

1 AND I'D PREFER NOT TO HAVE THIS PROTECTIVE ORDER ISSUE
2 ON CALENDAR BECAUSE IT'S FOR TRIAL SETTING. SO ONE OF
3 THE TRIGGERS IS GOING -- IF I TERMINATE IT, THEN YOU'RE
4 GOING TO HAVE YOUR ANSWER. SO LET ME PUT THIS OVER -- I
5 COULD DO MONDAY, FEBRUARY 2ND AT 1:30 CALIFORNIA TIME.

6 MS. WYLE: YOUR HONOR, WE HAVE NOTHING ON CALENDAR
7 FEBRUARY 2.

8 MR. WEXLER: NO GROUND HOG DAY PARTIES.

9 THE COURT: MR. ASHBY? MS. NICOL?

10 MS. NICOL: THAT WOULD BE FINE.

11 THE COURT: MR. TOWNSEND?

12 MR. TOWNSEND: THAT'S FINE, JUDGE.

13 THE COURT: SORRY. IT WILL WORK A LITTLE LATE IN
14 YOUR AFTERNOON. IT'S THE ONLY WAY WE CAN DO IT.

15 MS. NICOL: YOUR HONOR, WOULD IT BE OKAY FOR HIM
16 TO PARTICIPATE BY TELEPHONE?

17 THE COURT: I HAVE NO PROBLEM WITH YOU
18 PARTICIPATING THE WAY YOU DID.

19 MR. TOWNSEND: I REALLY APPRECIATE THAT.

20 THE COURT: NOT A PROBLEM. THIS IS GOING TO BE
21 FOR REVIEW OF PROTECTIVE ORDER. SO WHAT I'M GOING TO DO
22 IS I'M GOING TO SIGN THE PROPOSED ORDER AND IT READS THE
23 SAME WAY AS MR. WEXLER READ IT INTO THE RECORD EXCEPT
24 I'M GOING TO ADD AS A TAG LINE AFTER "WHICHEVER IS
25 EARLIER," "AND SUBJECT TO REVIEW ON FEBRUARY 2 AT 1:30,"
26 WHICH DOESN'T TERMINATE ANYTHING. IT'S JUST PUTTING THE
27 REVIEW IN THE ORDER. IS THAT AGREEABLE WITH EVERYONE?

28 MR. WEXLER: ONE THING, YOUR HONOR, IF YOU COULD

1 STRIKE THE WORD "TEMPORARY" IN LINE 14.

2 THE COURT: OKAY. THAT'S FINE. WE'RE STRIKING
3 THE WORD "TEMPORARY" ON LINE 14, MR. TOWNSEND.

4 MR. TOWNSEND: OKAY. JUDGE, COULD I MAKE A FEW
5 MORE COMMENTS ABOUT YOUR ORDER JUST TO MAKE SURE WE'RE
6 ALL ON THE SAME PAGE AND TRY NOT TO BOTHER YOU?

7 THE COURT: NO PROBLEM.

8 MR. TOWNSEND: GIVEN THEIR APPLICATION AND THEIR
9 ANALYSIS OF WHEN THE CONSERVATOR STEPS IN AND ACTS IN
10 DISCOVERY ON BEHALF OF A PARTY, COULD WE PLEASE MAKE
11 SURE THE ORDER IS CLEAR THAT THEY, THE CONSERVATORS,
12 SHALL STILL RESPOND TO ALL DISCOVERY DIRECTED TO
13 MS. SPEARS THAT DOES NOT REQUIRE HER PERSONAL
14 APPEARANCE? FOR EXAMPLE, THEY CITED TO THE
15 INTERROGATORIES AND WRITTEN DEPOSITION QUESTIONS THAT
16 THE CONSERVATOR COULD ANSWER FOR THE PARTY. WE JUST
17 WANT TO MAKE CLEAR THAT DISCOVERY CAN CONTINUE AS LONG
18 AS IT DOESN'T INVOLVE HER PERSONALLY APPEARING.

19 THE COURT: WELL, I'M RELUCTANT TO MAKE ANY ORDERS
20 OTHER THAN THIS ONE PROTECTIVE ORDER AS IT RELATES TO
21 MS. SPEARS. I THINK THOSE OTHER DISCOVERY ISSUES WOULD
22 BE BETWEEN YOU AND THE FLORIDA COURT AND I DON'T THINK
23 THAT IT WOULD BE APPROPRIATE FOR ME TO DO THAT. I
24 UNDERSTAND WHAT YOU'RE SAYING, AND MY SENSE IS THAT THEY
25 WOULD COOPERATE WITH THAT. BUT I DON'T THINK I HAVE THE
26 AUTHORITY TO DO WHAT YOU'RE ASKING ME TO DO.

27 MR. TOWNSEND: OKAY. I APPRECIATE THAT. I DID
28 NOT WANT IT TO GET EXPANDED INTO OTHER TYPES OF

1 DISCOVERY DIRECTED TO HER.

2 THE COURT: MY ORDER IS LIMITED AT THIS POINT TO
3 THE ORDER BEFORE ME TODAY, THE REQUEST FOR PROTECTIVE
4 ORDER BEFORE ME TODAY.

5 MR. ASHBY: JUST FOR THE DEPOSITION I THINK IS
6 WHAT THE ISSUE IS HERE.

7 THE COURT: I THINK THAT'S WHAT IS BEFORE ME
8 TODAY.

9 MR. INGHAM: I'M CONCERNED WITH MR. TOWNSEND'S
10 COMMENT WITH REGARD TO OTHER FORMS OF DISCOVERY.
11 CONCEIVABLY THERE COULD BE OTHER FORMS OF DISCOVERY THAT
12 MY CLIENT MAY NOT HAVE CAPACITY TO PARTICIPATE IN. I
13 THINK ANY OBJECTION WITH REGARD TO MY CLIENT'S CAPACITY
14 TO PARTICIPATE IN THIS DISCOVERY WOULD HAVE TO BE
15 RESOLVED BY THIS COURT.

16 MR. TOWNSEND: SO WE DISAGREE ON THAT. THAT'S WHY
17 I BROUGHT IT UP, BECAUSE THE CONSERVATOR HAS ALREADY
18 SIGNED INTERROGATORY RESPONSES AND DISCOVERY RESPONSES
19 ON BEHALF OF MS. SPEARS AND I DIDN'T WANT YOUR ORDER TO
20 GET EXPANDED TO NOW STAY THAT TYPE OF DISCOVERY.

21 THIS WOULD, YOUR HONOR -- IF I MAY SPEAK,
22 IT IS MY UNDERSTANDING THAT THE CONSERVATORS, AS MUST BE
23 UNDER CALIFORNIA CIVIL PROCEDURE CODE SECTION 372,
24 SUBDIVISION A, THAT SHE IS APPEARING THROUGH HER
25 CONSERVATORS AND THE CONSERVATORS HAVE BEEN RESPONDING
26 TO ALL DISCOVERY JUST THE WAY ANY PARTY DOES. THEY ARE
27 THE PARTIES IN THIS LITIGATION AND ARE ACTING AS SUCH
28 AND I THINK THAT -- I THINK ANYTHING FURTHER REGARDING

1 THE DISCOVERY SHOULD BE TAKEN UP IN THE FLORIDA COURT,
2 NOT TO TURN THE CONSERVATORSHIP INTO SOMETHING THAT WE
3 HAVE BEEN SO CAREFUL TO DELINEATE.

4 THE COURT: EXCEPT I'M NOT GOING TO LIMIT
5 MR. INGHAM TO RAISE ANY OBJECTIONS AND TO COME TO THIS
6 COURT FOR ANY RELIEF IF HE BELIEVES IT'S APPROPRIATE.
7 THAT'S THE ONLY THING THAT I WOULD ADD TO THAT.

8 MR. INGHAM: FOR MY PART, I ASSURE MR. TOWNSEND
9 I'M NOT QUESTIONING THE AUTHORITY OF THE CONSERVATORS TO
10 VERIFY PLEADINGS, VERIFY RESPONSES. THE CONSERVATORS DO
11 INDEED ACT ON BEHALF OF MY CLIENT IN THE FLORIDA
12 PROCEEDING. SHE IS NOT A PARTY TO THAT PROCEEDING, AND
13 MY COMMENT WAS NOT ADDRESSED TO THE CONSERVATORS. MY
14 COMMENT WAS ADDRESSED TO MR. TOWNSEND THAT I DON'T WANT
15 TO SEE A MOTION IN THE FLORIDA COURT THAT AGAIN ATTEMPTS
16 TO DEAL WITH THE ISSUE OF MY CLIENT'S CAPACITY THROUGH
17 ANOTHER DISCOVERY VEHICLE.

18 THE COURT: AND I APPRECIATE YOU MAKING THAT
19 CLEAR, MR. INGHAM. THAT MAKES SENSE.

20 MR. INGHAM: THANK YOU, YOUR HONOR.

21 THE COURT: OKAY.

22 MR. TOWNSEND: CAN I ASK THE COURT JUST A
23 QUESTION. THEN I'LL SHUT UP AND I'M DONE. AS PART OF
24 THE BASIS FOR YOUR RULING, IS THERE -- YOU KNOW, WE'VE
25 ASSERTED AND BELIEVE THAT THE DEFENDANTS HAVE THE BURDEN
26 IN A PROCEDURE LIKE THIS TO GET THE PROTECTIVE ORDER
27 THAT IF THERE'S GOOD CAUSE, IS THERE OTHER EVIDENCE
28 BEFORE THE COURT THAT WE'RE NOT PRIVY TO THAT IS

1 SOMETHING -- WE'RE NOT ASKING FOR DETAILED DISCLOSURE.
2 IS THERE SOME NEW EVIDENCE BEYOND THE JUNE HEARING THAT
3 IS BEFORE THE COURT THAT IS BEING CONSIDERED?

4 THE COURT: I DON'T EVEN KNOW HOW TO ANSWER THAT
5 QUESTION.

6 MR. ASHBY: I THINK THE PROBLEM IS, YOUR HONOR, WE
7 DON'T KNOW WHAT'S HAPPENED AND IT'S UNFORTUNATE YOU
8 DIDN'T GET TO DO THIS ON A NOTICED MOTION BECAUSE
9 THERE'S SOME GOOD LAW IN THE OPPOSITION THAT DEALS WITH,
10 EVEN IF YOU HAVE A CONSERVATORSHIP, YOU DON'T HAVE A
11 BROAD EXEMPTION NOT TO PARTICIPATE IN DISCOVERY. YOU
12 HAVE TO GO IN AND GET A PROTECTIVE ORDER. IN GETTING A
13 PROTECTIVE ORDER, YOU HAVE TO SHOW GOOD CAUSE. WHAT
14 CONSTITUTES GOOD CAUSE? WELL, WE DON'T KNOW BECAUSE WE
15 HAVEN'T BEEN SHOWN ANYTHING. WE WALKED INTO COURT
16 TODAY.

17 THE COURT: AS I INDICATED EARLIER, THERE IS A
18 SEALING ORDER WITH REGARD TO ALL OF THE ISSUES RELATED
19 TO MS. SPEARS'S MEDICAL HEALTH AND I'M NOT PREPARED TO
20 VIOLATE THAT SEALING ORDER. I WILL MAKE THE FINDING
21 THAT THERE IS GOOD CAUSE FOR THE ISSUANCE OF THIS ORDER
22 AND ON THE BASIS OF INFORMATION THAT HAS BEEN PRESENTED
23 IN THIS COURT THROUGHOUT THE PROCEEDINGS AND FOR WHICH
24 THERE HAS BEEN NO EVIDENTIARY HEARING OR ULTIMATE
25 DETERMINATION AND I'LL LEAVE IT AT THAT. I'M NOT
26 PREPARED TO DISCUSS IT FURTHER.

27 MR. ASHBY: RIGHT. I UNDERSTAND.

28 MR. TOWNSEND: THANK YOU.

1 THE COURT: ALL RIGHT. OKAY. SO HERE'S THE
2 ORDER, GINA. I MODIFIED IT. SO YOU'LL NEED TO MAKE
3 COPIES OF IT. OKAY. ALL RIGHT. SO THEN THIS MATTER IS
4 CONCLUDED. I'M GOING TO TAKE A SHORT RECESS AND I THINK
5 WE HAVE OTHER ISSUES WE'RE GOING TO NEED TO DISCUSS.
6 OKAY.

7 MR. TOWNSEND: THANK YOU, JUDGE.

8 ALL COUNSEL: THANK YOU, YOUR HONOR.

9 (COLLECTIVELY.)

10 (RECESS TAKEN.)

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

In re the Temporary Conservatorship of the
Person and the Estate of:

BRITNEY JEAN SPEARS,
Temporary Conservatee.

CASE NO. BP 108870

**[PROPOSED] ORDER GRANTING EX
PARTE APPLICATION FOR ORDER
GRANTING PROTECTIVE ORDER
AGAINST DEPOSITION OF
TEMPORARY CONSERVATEE BRITNEY
JEAN SPEARS IN FLORIDA ACTION**

Date: October 28, 2008
Time: 8:30 a.m
Department: 9
Judge: Hon. Reva Goetz, Judge Pro Tem

RECEIVED

OCT 27 2008

PROBATE DEPARTMENT


ORIGINAL FILED
OCT. 28, 2008
**LOS ANGELES
SUPERIOR COURT**

1 The *ex parte* application of James P. Spears ("Mr. Spears") as temporary conservator of
2 the person and temporary co-conservator of the estate of Britney Jean Spears and of Andrew M.
3 Wallet ("Mr. Wallet") as temporary co-conservator of the estate of Britney Jean Spears for an
4 Order providing that Wright Entertainment Group, LLC and Wright Entertainment Group, Inc.
5 (collectively, the "Florida Plaintiffs") may not take the deposition of temporary conservatee
6 Britney Jean Spears ("Britney") in a lawsuit (the "Florida Action") brought by the Florida
7 Plaintiffs in Florida came on regularly for hearing before this Court on October 28, 2008. Mr.
8 Spears was represented by Geraldine A. Wyle, Jeryll S. Cohen, and Jeffrey D. Wexler of Luce,
9 Forward, Hamilton & Scripps LLP. Mr. Wallet appeared in pro per. The Florida Plaintiffs were
10 represented by Clay Townsend of Morgan & Morgan, P.A. Samuel Ingham III appeared on
11 behalf of Britney.

12 GOOD CAUSE BEING FOUND, it is ORDERED that the Florida Plaintiffs may
13 not take Britney's deposition in the Florida Action, unless and until this Court terminates
14 the ~~temporary~~ conservatorship or enters an Order finding that Britney is able to be
15 deposed, whichever is earlier, and subject to review on

16 February 2, 2009 at 1:30 pm

17 DATED: Oct 28, 2008

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The Honorable Reva Goetz
19 Commissioner of the Superior Court
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**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

WRIGHT ENTERTAINMENT
GROUP, LLC and WRIGHT
ENTERTAINMENT GROUP, INC.,

Plaintiff(s),

CASE NO.: 48-2007-CA-014233-O

vs.

BRITNEY SPEARS and BRITNEY
TOURING, INC.,

Defendant(s). _____ /

**PLAINTIFFS' MOTION FOR ENFORCEMENT OF
THIS COURT'S ORDERS AS TO JURISDICTION
AND FOR SANCTIONS**

Plaintiffs, WRIGHT ENTERTAINMENT GROUP, LLC and WRIGHT ENTERTAINMENT GROUP, INC. (hereinafter referred to collectively as "Plaintiffs"), by and through their undersigned counsel and pursuant to Fl. R. Civ. P. 1.061 and 1.380, hereby files this motion for enforcement of this Court's orders as to jurisdiction, for sanctions, to enjoin the Defendants from further violation of said orders, and respectfully requests that this Honorable Court enter an Order enforcing this Court's jurisdiction over Defendants BRITNEY SPEARS and BRITNEY TOURING, INC. (hereinafter referred to respectively and individually as "SPEARS," or "BTI," and/or collectively as "Defendants"), ordering

Defendants to rescind the California protective order, and for other relief as this Court deems appropriate, and as grounds therefore would state:

PROCEDURAL BACKGROUND

1. Plaintiffs filed a Complaint in the instant action before this Court against SPEARS and BTI on October 26, 2007 and served the Defendants personally on November 1, 2007.

2. On December 18, 2007, the Clerk of the Circuit Court for Orange County entered a Clerk's Default against SPEARS and BTI.

3. On February 12, 2008, Plaintiffs moved for Final Judgment and on February 14, 2008, Final Judgment was entered against Defendants on the issue of liability only, reserving final judgment as to damages until trial.

4. On March 24, 2008, James P. Spears and Andrew Wallet, Esq., the temporary conservators (hereinafter collectively "Conservators") over the person of the Defendant SPEARS and BTI, appeared in the instant action.

5. Upon stipulation of the parties, on April 29, 2008, this Court issued its Agreed Order Vacating Final Default Judgments wherein Defendants were ordered to:

- a. subject to the jurisdiction of the Florida Court,
- b. provide an accounting under SPEARS' management agreement

with Plaintiffs;

- c. serve their answer and affirmative defenses to the complaint, and
- d. submit to continuing jurisdiction in that the Florida court would retain jurisdiction to enforce all matters related thereto. (Exhibit A – Agreed Order Vacating Default Judgments).

These terms were specifically negotiated by the parties in consideration for setting aside the default judgments against the Defendants.

6. On May 9, 2008, this Court issued a Case Management Order governing the conduct of the parties as to all discovery issues. Therefore, the Florida courts retained jurisdiction to enforce all discovery disputes between the parties.

7. On May 14, 2008, the Temporary Conservators further consented to the jurisdiction of the Florida courts and venue in Orange County by their filing of Defendants' Answer and Affirmative Defenses to the Complaint.

8. In the April 29, 2008 Order this Court ordered Defendants' discovery responses, but Defendants produced not one document. Defendants finally provided an "accounting" on August 5, 2008, and delayed the production of album royalty records until October 14, 2008.

9. On October 1, 2008, Defendants filed for leave to amend their affirmative defenses and alleged counter claims against Mr. Johnny Wright,

personally, which necessitates SPEARS giving testimony.

10. Plaintiffs repeatedly requested deposition dates from the Defendants. Having received none, only promises of a date at the “appropriate time,” Plaintiffs noticed the deposition of Defendant SPEARS, Conservator James Spears, and the person with the most knowledge on behalf of BTI on October 14, 2008 for Monday, November 17, 2008 and Tuesday, November 18, 2008, respectively.

11. On October 21, 2008, counsel for the Conservators called Plaintiffs’ counsel to announce that an ex-parte hearing for a protective order to prevent SPEARS’ deposition had been set in California for October 22, 2008 without formal notice or papers, much less any attempt to coordinate the date and time for the hearing. Plaintiffs’ counsel agreed to appear at a hearing if the date were moved and Defendants agreed that he be permitted to appear; it was also agreed that Plaintiffs’ counsel may appear by phone and that moving papers would be provided immediately. Instead, SPEARS’ court-appointed attorney (Samuel Ingraham) opposed Plaintiffs’ counsels’ appearance and Defendants produced no moving papers. Almost one week later, the motion (referred to as an “application” for protective order) was provided, but declarations were not provided until the **day of the ex-parte hearing on October 28, 2008.**

12. As of October 27, 2008, Plaintiffs were not provided with declarations or any good cause for protection such as evidence of SPEARS' incapacity, notwithstanding the fact that Commissioner Goetz also had ordered a status conference related to SPEARS' conservatorship for this same day. Such information was available and could have been produced to Plaintiffs under seal or confidentially as a closed hearing was held the same day. The conservatorship over SPEARS was made permanent on the same day as the ex-parte hearing on the application for the protective order.

13. On October 28, 2008, the day of the hearing, Defendants finally filed their ex-parte application.

14. The California proceeding violated Defendants' agreement with Plaintiffs when Plaintiffs set aside the default judgments and Defendants consented to this Court's jurisdiction, which choice of forum stipulation was memorialized in this Court's orders of April 29, 2008, May 9, 2008, and in the filing of Defendant's Answer on May 14, 2008, and amended answer and counterclaim of October 1, 2008.

15. The California court granted Defendants' application and issued the protective order without any evidentiary proffers or findings of fact. It is Defendants' burden to meet the criteria for a protective order under both Florida

and California law, but the Defendants produced no evidence under seal, under confidentiality, or otherwise.

16. The Defendants' attempt to forum shop for a protective order in the California court is improper and violates their agreement and this Court's orders.

17. Furthermore, the Defendants' application sought to extend outdated purported "findings" regarding SPEARS' incapacity to improperly insulate the SPEARS from being deposed and to force Plaintiffs to file papers in opposition to the Defendants' application in the California court, and to return to the California court for an order lifting the protective order and permitting depositions.

18. With the protective order and the conservatorship now made permanent, Defendant SPEARS' new album set to release on December 2, 2008, and, upon information and belief, SPEARS' appearance on "Good Morning America," and international tour set to support the album release, the Plaintiffs will be further delayed in their efforts to depose SPEARS and are forced to litigate discovery disputes regarding SPEARS' deposition in California.

19. Defendants recently moved this Court to assert counterclaims and to amend their affirmative defenses, which further supports Plaintiffs' need for SPEARS' deposition and renders Defendants' conservatorship shield against Florida jurisdiction over discovery improper.

20. From SPEARS' recent public appearances on Music Television (MTV), various television series, album promotional events, and television interviews for international audiences, it is reasonable to expect that SPEARS may give testimony before the permanent conservatorship terminates, and if and when it does, or if SPEARS is incapacitated, the Conservators should provide sealed evidence of such sufficient to meet their burden for a protective order to this Court. None has been presented, not even in the Defendants' application for the protective order.

21. The Defendants' application to a foreign jurisdiction subverts the express provisions of the choice of procedural law and forum stipulations memorialized in this Court's orders and Defendants' Answer.

22. Defendants have the burden to demonstrate SPEARS' incapacity to this Court, yet Defendants have never brought this discovery matter to this Court, and they still present no competent admissible evidence that Defendant SPEARS is incompetent or incapacitated at present. They cannot rely on a blanket conservatorship order and ignore this Court.

MEMORANDUM OF LAW

A. A Protective Order Cannot Be Granted On An Ex-Parte Basis In California Or Florida And Violates The Business Court Procedures

The Business Court Procedures of this Court do not permit an ex-parte

motion for a protective order. BCP 5.15 requires a motion with attachments and presumably with proper notice to the parties. BCP 5.13 specifically states that ex-parte is reserved for uncontested matters. The dispute over SPEARS' deposition was contested and also involved a dispute over the jurisdiction expressly ordered by this Court. BCP 12.1 provides for sanctions for the failure to comply with the Business Court Procedures. Fl. R. Civ. P. 1.380(b)(2) also states that this Court may sanction Defendants for failure to obey an order. The Defendants improperly sought an "end run" to this Court's orders and authority.

The Defendants ex-parte application before the California court was procedurally improper. There is no statutory authority for a court limiting discovery on its own motion. A formal noticed motion and hearing are always required. A protective order cannot be granted ex-parte. Weil & Brown, *California Practice Guide: Civil Procedure Before Trial* (TRG 2008) at § 8:686-8:687, pp. 8E-97 to 8E-98 citing St. Paul Fire & Marine Ins. Co. v. The Superior Court of San Mateo County (1984), 156 Cal.App.3d 82, 85-86. This is especially true in this circumstance as complex issues of fact and law exist. Due process requires a noticed motion. Accordingly, the ex-parte application should have been denied as an improper motion for a discovery order without proper notice and opportunity for the Plaintiffs to be heard. While the California court granted the

Defendants' application, this Court still has jurisdiction over this discovery dispute.

B. The Florida Court Has Exclusive Jurisdiction Over Discovery Matters

1. California Code of Civil Procedure § 2029.010 does not vest the California court with jurisdiction to enter a protective order as to a party in an action pending in a foreign jurisdiction.

The Conservators argued that the California court had redundant and duplicative jurisdiction under Section 2029.010 to enter a protective order. Conservators are wrong, notwithstanding the California Commissioner's ruling. California Code of Civil Procedure § 2029.010 applies to *non-party* deponents only. *See Deposition in Out-of-State Litigation*, 37 Cal. L. Revision Comm'n Reports 99 (2007) at pp. 107 (stating CCP § 2029.010's purpose is to serve only as a provision for "ascertaining the truth and achieving justice in an out-of-state proceeding" because "an out-of-state tribunal may be unable to compel discovery from a *non-party* witness located in California") (emphasis added); *id.* at 140 (noting that the UIDDA acknowledges that the discovery state's "significant interest in these cases [is] in protecting its residents who become *non-party* witnesses in an action pending in a foreign jurisdiction") (emphasis added). SPEARS is a party to the instant action. She is not a non-party witness in an action

pending in a foreign jurisdiction. As such, California Code of Civil Procedure § 2029.010 does not apply.

Even if California Code of Civil Procedure § 2029.010 applied to parties (rather than innocent non-party witnesses residing in California) to the out-of-state litigation (which it should not), as explained below, there is still an “agreement”¹ and order that discovery is an issue properly presented to this Court only.

2. The Parties’ Choice of Law and Forum Stipulation Necessarily Govern Jurisdiction

Notwithstanding the disputed applicability of California Code of Civil Procedure § 2029.010, Conservators expressly stipulated to an Order (1) vesting this Court with exclusive jurisdiction over the claims arising out of the management agreement, and (2) indicating that the dispute would be governed procedurally by Florida law.

Both Florida and California courts strictly enforce choice of law agreements. Here, the parties have submitted to the jurisdiction of the state courts of the state of Florida for all claims, disputes or disagreements arising out of the instant action.

¹ California Code of Civil Procedure § 2029.010 states: “Whenever any mandate, writ, letters rogatory, letter of request, or commission is issued out of any court of record in any other state, territory, or district of the United States, or in a foreign nation, or whenever, on notice or agreement, it is required to take the oral or written deposition of a natural person in California, the deponent may be compelled to appear and testify, and to produce documents and things, in the same manner, and by the same process as may be employed for the purpose of taking testimony in actions pending in California.” (Emphasis added.)

The law in Florida is clear that forum selection clauses are presumptively valid and should be enforced. *See Corsec, S.L. v. VMC International Franchising, LLC*, 909 So.2d 945 (Fla. 3rd DCA 2005). If the contract unambiguously requires litigation to be brought in a particular venue, it constitutes reversible error for the trial court to fail to honor that contractual obligation. *Ware Else, Inc. v. Ofstein*, 856 So.2d 1079 (Fla. 5th DCA 2003).

In Florida, choice-of-law provisions are deemed presumptively valid and will be enforced unless the law of the chosen forum contravenes public policy. In *Walls v. Quick & Reilly, Inc.*, 824 So.2d 1016 (Fla. 5th DCA 2002), the court held that choice-of-law provisions are valid unless the party seeking to avoid enforcement of them sufficiently carries the burden of showing that the foreign law contravenes strong public policy of the forum jurisdiction. The term "strong public policy" means that the public policy must be sufficiently important that it outweighs the policy protecting freedom of contract. Defendants must overcome the presumption that the choice of forum provision is invalid as it is Defendants who have sought to avoid enforcement. *Id.* Defendants have made no effort to demonstrate such a policy to this Court.

When all the parties to an agreement have designated a particular jurisdiction as the forum for the resolution of their disputes, such a forum selection

clause is prima facie valid and should be enforced unless unreasonable under the circumstances. A forum selection clause will only be set aside if a party shows that enforcement would be unreasonable and unjust or that the clause is invalid because of fraud or overreaching, such that a trial in the contractual forum would be so gravely difficult and inconvenient that the challenging party would, for all practical purposes, be deprived of his or her day in court. See Tuttle's Design-Build, Inc. v. Florida Fancy, Inc., 604 So.2d 873 (Fla. 2nd DCA 1992), and Southwall Technologies, Inc. v. Hurricane Glass Shield, 846 So.2d 669 (Fla. 2nd DCA 2003).

The protective order is an intentional and blatant attempt to forum shop judicial intervention outside of Florida while keeping everything else about the litigation in Florida. Here, SPEARS and the Conservators expressly stipulated to an Order (1) vesting this Court with exclusive jurisdiction over the claims arising out of the management agreement, and (2) indicating that the dispute would be governed procedurally by Florida law. Furthermore, SPEARS has recently asserted a counterclaim before this Court mandating discovery, from her personally.

a. The Conservators and Defendants Are Estopped From Challenging the Choice of Forum and Choice of Procedural Law Stipulations

The stipulation entered into by the Defendants and the Conservators and the resulting Case Management Order (*see* Exhibits “A” – “Agreed Order Vacating Final Default Judgments,” and Exhibit “B” – “Case Management Order”), as well as Defendants’ Answer, provided for the exclusive jurisdiction of the Florida courts. Defendants subjected themselves to the state courts of the State of Florida and Orange County, Florida as the exclusive venue to resolve discovery disputes. Defendants and Conservators should be estopped from seeking avoidance of their stipulation and orders entered by this Court.

b. It is Sanctionable for the Conservators to Invoke California Jurisdiction after Stipulating to Florida Jurisdiction on Discovery Matters

The Conservators have made no motion for a protective order before this Court that has jurisdiction in this matter. While Plaintiffs may agree that this Court may consider the findings of the California court related to SPEARS’ capacity, these findings may be dated and inconclusive of whether the Defendant SPEARS’ deposition is an “undue burden” as defined by either Florida law or by California Code of Civil Procedure § 2025.420(a).

C. Requirements for a Protective Order Can Not Be Met: Defendants Have Not Proven Spears Is Incapacitated at Present Sufficient for “Good Cause”

The burden is on the moving party to establish “good cause” for whatever relief is requested: “Generally, a deponent seeking a protective order will be required to show that the burden, expense, or intrusiveness involved in [the discovery procedure] clearly outweighs the likelihood that the information sought will lead to the discovery of admissible evidence.” Weil & Brown, *California Practice Guide: Civil Procedure Before Trial* (TRG 2008) at § 8:689, p. 8E-98 citing Emerson Electric Co. v. Superior Court (1997) 16 Cal.4th 1101, 1110.

1. The Ex Parte Application Is An Improper Attempt to Shift the Moving Party’s Burden of Proof to WEG.

The Order requested by the Conservators’ ex-parte application in the California court is little more than an artful attempt to reverse the above burden by using (stale) findings, from conservatorship proceedings in which WEG did not participate, as irrefutable proof that the burden, expense, or intrusiveness of the deposition clearly outweighs the likelihood that the information sought will lead to the discovery of admissible evidence. However, the Conservators’ application for protective order must not be allowed to provide the Defendants a “generalized exemption from discovery on the basis of incompetency [which] is unprecedented and insupportable.” Regency Health Services, Inc. v. The Superior Court of Los Angeles County (1998), 64 Cal.App.4th 1496, 1504 (finding that: 1) the ward has no

general right to evade discovery, 2) an incompetent party, unable to comply with his or her discovery obligations, would be subject to sanctions for failing to comply, and 3) no litigant has a legitimate interest in evading his or her obligation to provide truthful discovery).

There is no California authority that supports such presumptive burden shifting. As noted in Regency Health Services, Inc. v. The Superior Court of Los Angeles County (1998), 64 Cal.App.4th 1496, 1500, when concluding that a ward is not exempt from discovery, the California Court of Appeal reasoned that “if a party could obtain broad exemption discovery obligations simply by appointment of a guardian ad litem [or conservator], applications for such appointments would expectably be a major litigation battleground, since such applications would serve as *de facto* motions for exemption from discovery...None of this has happened, however.”

Specifically, the Conservators sought an Order providing that WEG may not take the deposition of Defendant SPEARS in the Florida action unless and until the California court terminated the temporary conservatorship or entered an order finding that Defendant SPEARS is able to be deposed, whichever is earlier. In other words, Plaintiffs may not take the deposition of Defendant SPEARS until Plaintiffs successfully terminate the conservatorship or successfully moves the

California court for an order finding that Defendant SPEARS is able to be deposed. Even if such burden shifting were proper (which it is not), it is completely impractical and illogical as there can be no way Plaintiffs could ever meet this burden as Plaintiffs have no access to Defendant SPEARS or her medical records to marshal the requisite evidence.

2. Conservators Cannot Meet Their Burden of Proof for Entitlement to a Protective Order

The Conservators cannot meet their burden. They must provide evidence of incapacity. In Leinberger v. Leinberger, 455 So.2d 1140 (Fla. 2nd DCA 1984) unadjudicated incapacity was proven by testimony as to appellant's manic depression psychosis and her admission to a mental hospital six times at the time she was served and in the years thereafter.

Respectfully, anecdotal evidence of SPEARS' capacity sufficient to appear at a deposition appears present. Defendant SPEARS apparently has capacity for some purposes. SPEARS recently conducted public performances on MTV, interviews with Rolling Stone Magazine, recorded a new album set to release on December 2, 2008, performed in music videos, and conducted interviews on television. SPEARS contracted with AEG for a world tour and is currently scheduled to appear on the nationally syndicated show "Good Morning America" on

December 2, 2008. The Fifth District Court of Appeal has held that while a person's "atypical, alcohol-influenced acts.... were inappropriate and abnormal, they did not support conclusions that she was 'incompetent due to incapacity, due to lack of emotional stability'" Clark v. School Board of Lake County, Fla., 596 So.2d 735 (Fla. 5th DCA 1992)(the court noted that there was no expert testimony presented as to incapacity).

3. Further Evidence Should Be Presented to this Court

Defendants' blanket assertions (i.e. of incapacity) are insufficient to meet their burden for a protective order as they can not constitute competent substantial evidence in accordance with the rules of evidence. Defendants offer no affidavits or admissible evidence of incapacity, only conclusory assertions regarding eight-month old findings in prior orders offered in their application for a protective order. The Conservators, have no competent, personal knowledge of any alleged "facts" sufficient to support a protective order based on incapacity. No "facts" had been proffered for the Defendants' application for a protective order, which therefore lacks foundation, as there is no admissible evidence.

Even if this Court had received affidavits, such must be made on personal knowledge, showing that the affiant is competent to testify and contains admissible evidence. Harrison v. Consumer Mortgage Co., 154 So.2d 194 (Fla. 1st DCA

1963); American Baseball Cap, Inc. v. Duzinski, 308 So.2d 639 (Fla. 1st DCA 1975). Here, apparently the only persons with knowledge as to SPEARS' incapacity are the court-ordered psychologists who appear to have made no recent findings as to SPEARS' current alleged incapacity to give testimony.

Any testimony from a Conservator is inadmissible unless evidence is introduced which is sufficient to support a finding that the witness had personal knowledge of the facts. Florida Statutes § 90.604. There is no evidence before this Court that the Conservators have any current competent knowledge of any alleged "facts" sufficient to justify a protective order. If SPEARS' court-appointed psychologist has recently opined, then his findings should be in a supplement to his "Section 730 Report" from eight months ago and presented to this Court. Before entering a protective order, this Court should order an evidentiary hearing, or permit the Plaintiffs discovery as to incapacity.

D. Conservators and Defendants Should Be Enjoined from Interfering with Florida Jurisdiction

Plaintiffs are entitled to an injunction enjoining the Conservators and Defendants from undermining the choice of forum and choice of procedural law stipulation and orders. The use of injunctive relief to enforce forum selection has been upheld as a proper exercise of discretion in this very instance. Courts have

likewise used injunctive relief to enforce a forum selection agreement. *See AutoNation, Inc. v. Hankins*, No. 03-14544 CACE(05) (Fla. 17th Cir. Ct Nov. 24, 2003).

Alternatively, this Court should order Defendants to rescind the California protective order and file a motion in the proper jurisdiction (Florida) to be considered by this Court. Plaintiffs are entitled to have some consequences imposed on the Defendants for their behavior, including fees and costs associated with the hiring of California counsel to defend Plaintiffs' interest in an improper jurisdiction.

Certification of Good Faith Conference
BCP 5.3 and Fl. R. Civ. P. 1.380(2)

Pursuant to BCP 5.3 and Fl. R. Civ. P. 1.380, the undersigned counsel represents that he has contacted counsel for the Defendants and Conservators by telephone and email on October 27, 2008 to Judith Mercier and Jerryl Cohen in a good faith attempt to resolve these matters and requesting that they withdraw their California application for protective order, but Defendants proceeded with the California action.

Dated this 21st day of November, 2008.

Respectfully Submitted,

/s/ Clay M. Townsend
CLAY M. TOWNSEND, ESQ.
Florida Bar No.: 363375
KEITH MITNIK, ESQ.
Florida Bar No.: 436127
GREGORIO FRANCIS, ESQ.

Florida Bar No.: 8478
MORGAN & MORGAN, P.A.
20 N. Orange Avenue, Ste. 1600
Orlando, FL 32801
PH: (407) 420-1414
Fax: (407) 425-8171
Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of November, 2008, I electronically filed a true and correct copy of the foregoing with the Orange County Clerk of the Court by using the ECF system which will send a notice of electronic filing to: Judith M. Mercier, Esq., (Judy.Mercier@hklaw.com), Jorge Hernandez-Torano, Esq. (jorge.hernandez-torano@hklaw.com), and Bill Wilson, Esq., (bill.wilson@hklaw.com), Holland & Knight, LLP, 200 S. Orange Avenue, Suite 2600, Orlando, FL 32801 (*counsel for the Defendants*).

/s/ Clay M. Townsend
CLAY M. TOWNSEND, ESQ.



**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

WRIGHT ENTERTAINMENT GROUP,
LLC and WRIGHT ENTERTAINMENT
GROUP, INC.,

Plaintiff(s),

CASE NO.: 48-2007-CA-014233-O

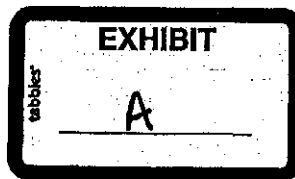
vs.

BRITNEY SPEARS and BRITNEY
TOURING, INC.,

Defendant(s). _____ /

AGREED ORDER VACATING FINAL DEFAULT JUDGMENTS

THIS CAUSE came before the Court upon Defendants' Verified Motion to Set Aside Final Default Judgments and Incorporated Memorandum of Law and Plaintiffs' Response to Defendants' Verified Motion to Set Aside Final Default Judgments; and Plaintiffs' Motion to Strike Improper and Inadmissible Evidence and Plaintiffs' Renewed Motion for Final Default Judgment as to Liability and Incorporated Memorandum of Law, and Defendants' agreement to waive any objections regarding this Court's jurisdiction, Defendants' agreement that Plaintiffs are entitled to an accounting for Gross Receipts as defined in the Agreement attached as Exhibit A to the complaint for the period set forth therein and in subsequent amendments to the Agreement as set forth in Exhibits B and C to the



complaint, and the parties having agreed to entry of this Order, and the Court being duly advised in the premises, it is thereupon

ORDERED and **ADJUDGED** as follows:

1. The Clerk's defaults entered on December 18, 2007 and the final default judgments as to liability entered on February 14, 2008 against Defendants Britney Spears and Britney Touring, Inc. are vacated.

2. Defendants shall have 15 days from the date of this Order to serve their answer and defenses to the complaint.

3. Defendants shall serve responses to Plaintiffs' First Set of Interrogatories and Plaintiffs' First Request for Production of Documents within 10 days from the date of this Order.

4. The Court adopts the parties' agreements set forth herein and retains jurisdiction to enforce them.

DONE and **ORDERED** in chambers, Orange County, Florida this 29th day of April, 2008.

RENEE A. ROCHE

RENEE A. ROCHE, CIRCUIT JUDGE

Copies to:
Counsel of Record
5302005_v2

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

WRIGHT ENTERTAINMENT
GROUP, LLC and WRIGHT
ENTERTAINMENT GROUP, INC.,

Plaintiffs,

vs.

CASE NO.: 07-CA-014233

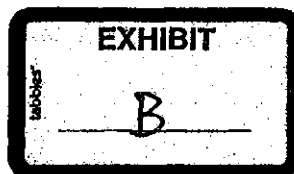
BRITNEY SPEARS and BRITNEY
TOURING, INC.,

Defendants.

CASE MANAGEMENT ORDER

THIS CASE came before the Court on the 8th day of May, 2008 for a Case Management Conference. This case has been assigned to Division 32, Business Court pursuant to Administrative Order No.: 2003-17 in the Ninth Judicial Circuit, Orange County, Florida. After reviewing the Joint Case Management Report, and being otherwise fully informed, it is

THEREFORE, ORDERED AND ADJUDGED that unless later modified by Order of this Court, the following schedule of events shall control the management and proceedings in this case.



COMMUNICATION WITH THE COURT AND AMONG THE PARTIES

1. The parties are represented by the following who shall be designated "Lead Trial Counsel":

Clay M. Townsend for Plaintiffs;

Judith M. Mercier for Defendants.

2. All pleadings filed herein shall be filed electronically.

PRELIMINARY FINDINGS AND DEADLINES

3. Any motions for leave to amend the pleadings to add additional parties or otherwise, shall be filed no later than October 1, 2008.

4. The Parties have stipulated and it is ordered that this case shall be tried in March, 2010.

5. The parties are directed to comply in all respects with the Business Court Procedures located at:

<http://www.ninthcircuit.org/about/divisions/civil/complex-business-litigation-court.shtml>.

**MOTIONS, DISCOVERY, ALTERNATIVE DISPUTE
RESOLUTION AND TRIAL**

6. Any motions to dismiss or other preliminary or pre-discovery motions shall be filed and briefed on or before November 1, 2008.

7. The trial of this case shall occur during the trial period beginning March 9, 2010. The parties estimate the trial will be completed in five (5) days.

8. A pre-trial conference is scheduled on March 1, 2010 at 1:30 p.m. in the Hearing Room of the judge then assigned to Division 32. The parties shall prepare in advance and provide at the pre-trial conference a pre-trial statement comporting with BCR 9.2.

9. The parties shall have until January 8, 2010 to conduct and conclude discovery. It is further ordered that the setting of the discovery deadline will not limit any party from filing summary judgment motions during the period, but any such motions should be narrowly drawn to address only issues on which discovery has been completed. If there are still motions pending after the discovery period, the Court will set a briefing schedule at that time.

10. On or before June 30, 2008, the Parties shall exchange lists of key witnesses they believe may have knowledge of the facts underlying the dispute in this case. The lists shall identify the matters about which the Parties believe the witness has knowledge and shall include the witnesses' name and last known address.

11. On or before August 29, 2008, the Parties shall exchange a detailed explanation of the type of damages they are seeking and a preliminary breakdown of the amount of damages they are seeking in each count contained in their respective pleadings.

12. The Parties are limited to two expert witnesses per side. The presumptive limitations on discovery contained in the Business Court Procedures are modified in certain respects, *to wit*, the Parties may take a total of twenty (20) depositions per side and may propound 100 interrogatories per side. In all other respects, the presumptive limitations shall apply, subject to further order of the Court.

13. The party bearing the burden of proof on any issue requiring expert testimony shall designate the experts expected to be called at trial and provide all information specified in BCR 7.5 by June 30, 2009.

14. The party responding shall then designate its experts and provide all information specified in BCR 7.5 by July 31, 2009.

15. Dispositive Motions shall be filed by January 18, 2010.

16. Motions in limine shall be filed by the date of the pretrial conference.

17. The parties shall mediate this case prior to the pre-trial conference.

Plaintiffs counsel shall advise the Court, no later than October 31, 2009, in writing, of the date of the mediation and shall identify the mediator. Plaintiff's counsel is ordered to advise the Court, in writing, of the outcome of the mediation no later than five (5) days following the conclusion of the mediation conference.

18. Any request for accommodation under the Americans With Disabilities Act should be directed to the office of Court Administration for the

Ninth Judicial Circuit, in and for, Orange County, Florida or TTY for hearing
impaired at (407) 836-2050.

DONE AND ORDERED in Orlando, Orange County, Florida
this 9th day of May, 2008.

/s/Renee A. Roche
Circuit Judge-Division 32

cc: All counsel of record

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§

LUCE FORWARD

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November 25, 2008

VIA FACSIMILE, E-MAIL, AND U.S. MAIL

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Re: *In re the Conservatorship of the Person and Estate of Britney Jean Spears*,
Los Angeles Superior Court Case No. BP 108870
Notice of *Ex Parte* Application for Issuance of Order to Show Cause re Contempt

Dear Counsel:

As you know, this law firm represents James P. Spears ("Mr. Spears"), the conservator of the person and co-conservator of the estate of Britney Jean Spears. Andrew M. Wallet, the co-conservator of the estate of Britney Jean Spears, joins in this letter.

By this letter, Mr. Spears gives notice that at 8:30 a.m. on November 26, 2008 he will bring an *ex parte* application in Department 9 of the Los Angeles Superior Court, the Stanley Mosk Courthouse, 110 North Grand Avenue, Los Angeles, CA 90012, the Honorable Reva Goetz presiding, asking the Court to issue an Order to Show Cause why Wright Entertainment Group, LLC, Wright Entertainment Group, Inc., and Clay M. Townsend (collectively, the "Alleged Contemnors") should not be held in contempt for violating the Probate Court's October 28, 2008 Order Granting Ex Parte Application for Order Granting Protective Order Against Deposition of Temporary Conservatee Britney Jean Spears in Florida Action (the "October 28 Order").



LUCE FORWARD

ATTORNEYS AT LAW • FOUNDED 1873

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

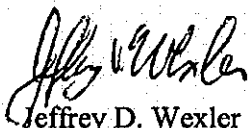
William J. Sayers, Esq.
Farah S. Nicol, Esq.
Matthew K. Ashby, Esq.
Clay M. Townsend, Esq.
Keith Mitnik, Esq.
Gregorio Francis, Esq.
November 25, 2008
Page 2

The *ex parte* application will ask the Court to set a briefing and hearing schedule on the issue whether the Alleged Contemnors violated the October 28 Order and are therefore in contempt of that Order under Cal. Civ. Proc. Code §§ 1209 *et seq.* by reason of the filing on November 21, 2008 of Plaintiffs' Motion for Enforcement of This Court's Orders as to Jurisdiction as for Sanctions by plaintiffs Wright Entertainment Group, LLC and Wright Entertainment Group, Inc. in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Mr. Spears will ask the Court to impose all appropriate relief authorized by Cal. Civ. Proc. Code §§ 1218(a) and 1219(a) for requiring the Alleged Contemnors to purge themselves of their contempt and for punishing such contempt. Pursuant to Cal. Civ. Proc. Code § 1218(a), Mr. Spears will also ask the Court to order the Alleged Contemnors to pay him the reasonable attorneys' fees and costs that he has incurred and will incur in connection with the contempt proceeding and as a result of the contempt.

Unless you tell me otherwise, I will inform the Court that you oppose the *ex parte* application and plan to attend the hearing on the application.

Very truly yours,



Jeffrey D. Wexler

for

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

1 **PROOF OF SERVICE**

2

3 **Britney Jean Spears, Case No. BP108870**

4 Judge: Hon. Reva Goetz, Judge Pro Tem

5 Dept: 9

6 At the time of service, I was over 18 years of age and **not a party to this action**. I am
7 employed in the County of Los Angeles, State of California. My business address is 601 S.
8 Figueroa, Suite 3900, Los Angeles, California 90017.

8 On November 25 2008, I served true copies of the following document(s) described as:

9 **DECLARATION OF JEFFREY D. WEXLER IN SUPPORT OF *EX PARTE***
10 **APPLICATION FOR ORDER TO SHOW CAUSE RE CONTEMPT**

11 on the interested parties in this action as follows:

12 **SEE ATTACHED SERVICE LIST**

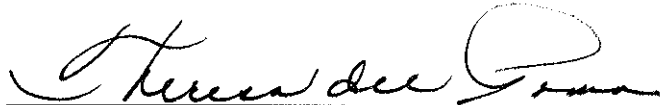
13 **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons
14 at the addresses listed in the Service List and placed the envelope for collection and mailing,
15 following our ordinary business practices. On the same day that the correspondence is placed for
16 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;

17 **HAND DELIVERY:** I placed a copy in a separate envelope addressed to each addressee as
indicated below, and delivered it to CalExpress for personal service; and

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

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

23 Executed on November 25, 2008, at Los Angeles, California.

24 
25 Theresa del Pomar

SERVICE LIST

By E-Mail & U.S. Mail

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