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

DEPARTMENT NO. 28 HON. YVETTE M. PALAZUELOS, JUDGE
KATHERINE JACKSON, INDIVIDUALLY)
AND AS THE GUARDIAN AD LITEM OF)
MICHAEL JOSEPH JACKSON, JR.,)
PARIS-MICHAEL KATHERINE JACKSON,)
AND PRINCE MICHAEL JACKSON II,)
)
PLAINTIFFS,)

VS.) NO. BC 445597
)

AEG LIVE, LLC; ANSCHUTZ)
ENTERTAINMENT GROUP, INC.; AEG) PAGES 17429-17485
LIVE PRODUCTIONS, LLC; BRANDON)
PHILLIPS (AKA RANDY PHILLIPS), AN)
INDIVIDUAL; PAUL GONGAWARE, AN)
INDIVIDUAL; TIMOTHY LEIWEKE, AN)
INDIVIDUAL; AND DOES 1 TO 100,)
INCLUSIVE,)
)
DEFENDANTS.)

REPORTER'S TRANSCRIPT OF PROCEEDINGS
SEPTEMBER 25, 2013
A.M. SESSION

APPEARANCES:

FOR THE PLAINTIFFS: PANISH SHEA & BOYLE, LLP
BY: BRIAN J. PANISH, ESQ.
KEVIN R. BOYLE, ESQ.
DEBORAH CHANG, ESQ.
11111 SANTA MONICA BOULEVARD
SUITE 700
LOS ANGELES, CALIFORNIA 90025
310.477.1700
FOR THE DEFENDANTS: O'MELVENY & MYERS, LLP
BY: MARVIN PUTNAM, ESQ.
JESSICA STEBBINS BINA, ESQ.
KATHRYN CAHAN, ESQ.
SABRINA STRONG, ESQ.
1999 AVENUE OF THE STARS
7TH FLOOR
LOS ANGELES, CALIFORNIA 90067
310.553.6700

(FURTHER APPEARANCES ON PAGE 2.)
LAURIE MILLER, CSR #6457, RPR, CP, CLR

A P P E A R A N C E S (CONTINUED)

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FOR KATHERINE JACKSON:

KOSKOFF, KOSKOFF & BIEDER
BY: MICHAEL KOSKOFF, ESQ.
350 FAIRFIELD AVENUE
BRIDGEPORT, CONN. 06604
203.583.8634

1 CASE NAME: JACKSON VS. A.E.G. LIVE
2 CASE NUMBER: BC 445597
3 LOS ANGELES, CALIFORNIA SEPTEMBER 25, 2013
4 DEPARTMENT NO. 28 HON. YVETTE PALAZUELOS,
5 JUDGE
6 REPORTER: LAURIE MILLER, CSR #6457
7 APPEARANCES: (AS HERETOFORE MENTIONED.)
8

9 (THE JURY ENTERED THE COURTROOM AT 10:14 A.M.)
10

11 THE COURT: KATHERINE JACKSON VERSUS A.E.G.
12 LIVE, BC 445597.

13 GOOD MORNING, EVERYBODY.
14

15 (SEVERAL COMMENTS OF "GOOD MORNING" WERE HEARD.)
16

17 THE COURT: COUNSEL, WILL YOU MAKE YOUR
18 APPEARANCES?

19 MR. PANISH: GOOD MORNING. BRIAN PANISH FOR
20 PLAINTIFFS.

21 MR. BOYLE: GOOD MORNING. KEVIN BOYLE FOR
22 PLAINTIFFS.

23 MS. CHANG: GOOD MORNING. DEBORAH CHANG FOR
24 PLAINTIFFS.

25 MR. KOSKOFF: GOOD MORNING. MICHAEL KOSKOFF
26 FOR PLAINTIFFS.

27 MR. PUTNAM: MARVIN PUTNAM FOR DEFENDANTS. HOW
28 ARE YOU?

1 MS. BINA: GOOD MORNING. JESSICA STEBBINS BINA
2 FOR DEFENDANTS.

3 MS. CAHAN: KATHRYN CAHAN FOR DEFENDANTS.

4 MS. STRONG: SABRINA STRONG FOR DEFENDANTS.

5 THE COURT: THANK YOU. OPENING STATEMENTS --
6 I'M SORRY. CLOSING ARGUMENTS ON BEHALF OF THE DEFENSE.
7 THANK YOU.

8

9 CLOSING ARGUMENT

10

11 MR. PUTNAM: ALL RIGHT. GOOD MORNING,
12 EVERYBODY.

13 THE JURY: GOOD MORNING.

14 MR. PUTNAM: FIVE MONTHS. IT'S A LONG TIME.

15 WHO OF US THOUGHT, STEPPING THROUGH THOSE
16 DOORS, IT WOULD ALL COME TO THIS MOMENT? BUT THAT'S
17 WHAT IT COMES TO, AND THIS IS THE LAST TIME I GET TO
18 TALK TO YOU. SO I WANT TO SAY SOMETHING FIRST, AND THEN
19 I'LL MOVE ON. NOT A LOT OF QUOTES OR THINGS LIKE THAT,
20 JUST A THANK YOU.

21 I REALLY THANK YOU. I THANK YOU ON BEHALF OF
22 MYSELF, AND I THANK YOU ON BEHALF OF MY TEAM: JESSICA
23 STEBBINS BINA, KATHRYN CAHAN, SABRINA STRONG. AND WE'RE
24 JUST THE FACE OF IT. THERE ARE OTHERS.

25 I ALSO WANT TO THANK YOU ON BEHALF OF MY
26 CLIENT, A.E.G. LIVE, SHAWN TRELL. REMEMBER SHAWN? HE
27 WAS HERE EVERY DAY, JUST LIKE YOU. AND HE'S BEEN HERE
28 EVERY DAY BECAUSE OF HOW IMPORTANT THIS IS. THINK ABOUT

1 WHAT THEY'VE BEEN ACCUSED OF DOING. THAT'S WHY THEY'RE
2 HERE EVERY DAY. SO THANK YOU, GUYS.

3 I'M GOING TO MOVE THROUGH THIS AS QUICKLY AS
4 POSSIBLE. FIVE MONTHS OF STUFF, A LOT OF STUFF, AND,
5 DON'T WORRY, I'M NOT GOING TO COVER ALL OF IT, BUT I AM
6 GOING TO COVER THE STUFF I THINK YOU NEED TO REMEMBER.

7 I'M GOING TO POINT OUT SOME EXHIBIT NUMBERS.
8 YOU MIGHT WANT TO WRITE THEM DOWN, I HOPE, SO YOU CAN GO
9 BACK AND LOOK AT THEM. AND REMEMBER, YOU'RE GOING TO
10 GET ALL THIS STUFF. AND YOU CAN ASK FOR ANYTHING, CAN
11 ASK FOR ANY OF THIS STUFF. AND I'M GOING TO QUICKLY
12 MOVE THROUGH IT. IF I GO TOO FAST, JUST TWITCH OR
13 SOMETHING, AND I'LL TRY TO SLOW DOWN.

14 NOW, IN THESE FIVE MONTHS, YOU'VE HEARD A LOT
15 OF TESTIMONY, YOU'VE SEEN A LOT OF EXHIBITS, WATCHED US
16 ATTORNEYS MAKE ALL KINDS OF ARGUMENTS. BUT THROUGH IT
17 ALL, THROUGH THESE FIVE MONTHS, THE CENTRAL FOCUS OF WHY
18 WE'RE HERE REMAINS THE SAME.

19 PLAINTIFFS WANT YOU TO HOLD A CONCERT PROMOTER
20 LIABLE FOR MICHAEL JACKSON'S OVERDOSE IN HIS BEDROOM AT
21 NIGHT BEHIND LOCKED DOORS ON JUNE 25TH, 2009.

22 NOW, PAUSE AT THAT FOR A MOMENT. I WANT TO SAY
23 THAT AGAIN. THE CONCERT PROMOTER LIABLE FOR MICHAEL
24 JACKSON'S OVERDOSE IN HIS PRIVATE BEDROOM BEHIND LOCKED
25 DOORS AT THE HANDS OF HIS DOCTOR ON JUNE 25TH, 2009. I
26 WANT YOU TO THINK ABOUT THAT AND THINK ABOUT ALL YOU'VE
27 HEARD IN THE LAST FIVE MONTHS.

28 AN OVERDOSE OF A DRUG ADMINISTERED TO

1 MR. JACKSON BY HIS LONG-TIME DOCTOR, CONRAD MURRAY. A
2 DOCTOR HE CHOSE, NOT IN 2009. HE CHOSE HIM BACK IN
3 2006. A DOCTOR HE HAD BEEN SEEING FOR YEARS. A DOCTOR
4 THAT BROUGHT -- EXCUSE ME. A DOCTOR HE HAD BEEN SEEING
5 FOR YEARS, AND A DOCTOR THAT HE BROUGHT FROM LAS VEGAS
6 TO LOS ANGELES.

7 A DOCTOR THAT HE TOLD A.E.G. LIVE HE WAS GOING
8 TO BRING ON TOUR WITH HIM. HE DIDN'T ASK, REMEMBER? HE
9 TOLD THEM, "WE'RE BRINGING THIS DOCTOR." THIS IS A
10 CHOICE MR. JACKSON MADE, NOT SOMEBODY ELSE. HE WAS A
11 GROWN MAN JUST ABOUT TO TURN 50. THINK ABOUT THIS:
12 OLDER THAN ME. EXACTLY.

13 AND AS SUCH, A GROWN MAN, HE IS RESPONSIBLE FOR
14 HIS OWN HEALTH, AND CERTAINLY HIS OWN HEALTHCARE. AND
15 HE'S RESPONSIBLE FOR HIS OWN CHOICES, NO MATTER HOW BAD
16 THOSE CHOICES MIGHT ULTIMATELY PROVE TO BE.

17 AS THE PLAINTIFFS SAID YESTERDAY, "HE'S NO
18 DIFFERENT THAN ANY OTHER MAN." ANY OTHER WOMAN. ANY
19 OTHER ADULT. AND WE ARE RESPONSIBLE FOR THE CHOICES WE
20 MAKE.

21 AND MAKE NO MISTAKE ABOUT THIS: IT WAS
22 MR. JACKSON, NOT A.E.G. LIVE, THAT CHOSE DR. CONRAD
23 MURRAY.

24 YOU'VE SEEN THE EVIDENCE. A.E.G. LIVE DIDN'T
25 CHOOSE HIM. ON THE CONTRARY, THEY TRIED TO TALK
26 MR. JACKSON OUT OF IT. THEY TOLD HIM, THERE ARE GREAT
27 DOCTORS IN LONDON WITH SOME OF THE BEST HOSPITALS IN THE
28 WORLD. THEY TOLD HIM THAT HE DIDN'T NEED TO USE HIS

1 MONEY TO BRING HIS DOCTOR WITH HIM. BUT MR. JACKSON WAS
2 UNDETERRED. ULTIMATELY, IT WAS HIS MONEY, HIS DOCTOR,
3 AND HIS CHOICE. IF HE WANTED TO BRING HIS DOCTOR ALONG
4 WITH HIM AND HIS FAMILY, THAT WAS UP TO HIM, AND HE
5 CERTAINLY WASN'T GOING TO TAKE "NO" FOR AN ANSWER.

6 BUT NOT TAKING "NO" FOR AN ANSWER DOES NOT COME
7 AS A SURPRISE TO YOU ALL. IT WAS HIS TOUR, IT WAS HIS
8 COMEBACK, AND AS KAREN FAYE TOLD YOU, MR. JACKSON WAS
9 NOT SOMEONE WHO TOOK "NO" FOR AN ANSWER.

10 NOW, YOU REMEMBER MS. FAYE. THEY BROUGHT HER
11 BACK A COUPLE TIMES. SHE WAS MR. JACKSON'S FRIEND,
12 CONFIDANT FOR DECADES. ONE OF PLAINTIFFS' STAR
13 WITNESSES. THE ONE PERSON DR. METZGER TESTIFIED WAS
14 ALWAYS WITH MR. JACKSON. AND WHAT DID SHE TELL YOU WHEN
15 SHE WAS ON THE STAND? SHE TOLD YOU THAT MR. JACKSON
16 WOULD NOT TAKE "NO" FOR AN ANSWER. IF HE WANTED
17 SOMETHING, HE GOT IT. THAT'S HOW SHE DESCRIBED HIM.
18 AND WHO WOULD KNOW BETTER?

19 MR. JACKSON DIDN'T TAKE "NO" FOR AN ANSWER WITH
20 DR. MURRAY, AND WHY WOULD HE? DIDN'T HE HAVE THE RIGHT
21 TO CHOOSE HIS OWN DOCTOR? A.E.G. LIVE CERTAINLY DIDN'T
22 HAVE THAT RIGHT. THEY DIDN'T HAVE THE RIGHT TO TELL
23 HIM, "NO, YOU CAN'T SEE YOUR LONG-TIME DOCTOR ANYMORE."
24 MR. JACKSON SAID HE NEEDED TO BE "A WELL-OILED MACHINE."
25 REMEMBER THOSE WORDS? HE NEEDED HIS DOCTOR TO KEEP HIM
26 IN TOP SHAPE FOR THE TOUR, AND THAT WAS REASONABLE. HE
27 WAS DOING 50 SHOWS OVER THE SPAN OF NINE MONTHS. HE WAS
28 A 50-YEAR-OLD MAN. HE WAS TAKING HIS THREE CHILDREN

1 WITH HIM. TAKING HIS LONG-TIME DOCTOR WITH HIM, THAT
2 WAS REASONABLE.

3 AND REMEMBER, WHEN YOU LOOK AT THE FACTS, WHEN
4 LOOKING AT WHAT WAS REASONABLE, YOU HAVE TO GO BACK TO
5 2009. IT'S NOT WHAT WE KNOW TODAY, IT'S WHAT DID THEY
6 KNOW IN 2009?

7 2009 WAS A LONG TIME AGO. BARACK OBAMA HAD
8 JUST BEEN SWORN IN AS PRESIDENT FOR THE FIRST TIME. WE
9 WERE ON THE VERGE OF WHAT EVERYONE THOUGHT WAS GOING TO
10 BE THE NEXT GREAT DEPRESSION. SOMETIMES THEY SAID,
11 "GREAT RECESSION." THAT WAS 2009. YOU HAVE TO GO BACK
12 TO THAT TIME AND NOT WHAT WE KNOW NOW. AND THAT'S
13 BECAUSE WHAT YOU KNOW, WHAT WE ALL KNOW NOW, IS VERY
14 DIFFERENT.

15 WE KNOW SO MUCH MORE BECAUSE OF PLAINTIFFS.
16 PLAINTIFFS BROUGHT THIS LAWSUIT. AND BY BRINGING THIS
17 LAWSUIT, THEY MADE IT POSSIBLE FOR THE FIRST TIME FOR
18 A.E.G. LIVE TO GET ACCESS TO SOME OF MR. JACKSON'S MOST
19 PERSONAL, MOST PRIVATE MATERIALS, LIKE SOME OF HIS
20 FINANCIAL AND MEDICAL RECORDS. THAT WASN'T POSSIBLE
21 BEFORE.

22 SO WE NOW KNOW THAT MR. JACKSON WAS NEARLY HALF
23 A BILLION DOLLARS IN DEBT. WE KNOW THAT NOW. WE DIDN'T
24 KNOW THAT THEN. WE KNOW THAT HIS MOTHER'S HOUSE WAS
25 NEARING FORECLOSURE. BUT WE DIDN'T KNOW THAT THEN.
26 THAT'S WHAT WE KNOW NOW.

27 WHAT ELSE DO WE KNOW NOW? THAT MR. JACKSON
28 SPENT DECADES SHOPPING FOR DOCTORS TO GIVE HIM THE

1 PAINKILLERS THAT HE WANTED; THAT HE MANIPULATED AND HE
2 LIED TO THOSE DOCTORS WHO HE SAW SO HE COULD GET DOUBLE
3 DOSES. BUT WE DIDN'T KNOW THAT THEN. MR. JACKSON MADE
4 SURE WE DIDN'T KNOW THAT THEN. AND WE NOW KNOW THAT HIS
5 FAMILY TRIED AND FAILED ON NUMEROUS OCCASIONS TO STAGE
6 AN INTERVENTION. MANY OF THEM. YOU HEARD ABOUT THEM.
7 WE DIDN'T KNOW THAT THEN. NOBODY DID. THEY MADE SURE
8 NOBODY KNEW IT.

9 AND IN 2009, A.E.G. LIVE HAD NO IDEA OF HOW OR
10 FOR WHAT DR. MURRAY WAS TREATING HIS PATIENT -- HIS
11 PATIENT -- MICHAEL JACKSON. THAT WAS BETWEEN DR. MURRAY
12 AND HIS CLIENT. HIS PATIENT. THAT'S WHAT A
13 PATIENT/DOCTOR RELATIONSHIP IS. ALL A.E.G. LIVE KNEW
14 WAS DR. MURRAY WAS MR. JACKSON'S LONG-TIME DOCTOR.
15 THAT'S IT.

16 AND, OF COURSE, NEITHER MR. JACKSON NOR
17 DR. MURRAY TOLD A.E.G. LIVE WHAT THEY WERE ACTUALLY
18 DOING IN THE PRIVACY OF THAT LOCKED BEDROOM AT NIGHT
19 BEHIND LOCKED DOORS, SECURITY OUT FRONT, BEHIND THE
20 GATES OF 100 NORTH CAROLWOOD. THEY DON'T KNOW WHAT WAS
21 GOING ON AT HIS HOUSE. HOW COULD THEY? THINK ABOUT
22 THAT.

23 IF A.E.G. LIVE HAD KNOWN, IT WOULD HAVE RUINED
24 EVERYTHING, SO THEY MADE SURE A.E.G. LIVE DIDN'T KNOW.
25 WHY? WELL, MR. JACKSON WANTED THIS TOUR, AND HE WANTED
26 IT BADLY.

27 YOU HEARD MR. JACKSON'S DOCTOR OF 30 YEARS,
28 DR. METZGER. HE TOLD YOU LAST WEEK THAT MR. JACKSON

1 WANTED "REDEMPTION." THAT WAS HIS WORD. MR. JACKSON
2 WANTED REDEMPTION. AND THIS TOUR WOULD REDEEM HIS IMAGE
3 WITH THE PUBLIC. THAT'S WHAT THEY HOPED. AN IMAGE THAT
4 HAD UNDERGONE A SERIOUS BEATING IN THE PRIOR YEARS. AND
5 THIS TOUR WAS ALSO GOING TO REDEEM HIM FINANCIALLY.
6 THAT'S WHY MR. JACKSON DIDN'T TELL A.E.G. LIVE THE
7 TRUTH.

8 SO BOTH DR. MURRAY AND MR. JACKSON, THE DOCTOR
9 AND THE PATIENT, ALWAYS TOLD A.E.G. LIVE THAT
10 MR. JACKSON WAS OKAY. YOU'VE HEARD THIS. EVERY SINGLE
11 TIME, "HE'S OKAY. EVERYTHING IS FINE. THERE ARE NO
12 PROBLEMS." THEY TOLD A.E.G. LIVE TO STICK TO ITS JOB,
13 PROMOTING CONCERTS, TO STAY IN THEIR LANE. THEY WERE
14 THE ONES TOLD TO "STAY IN YOUR LANE," DR. MURRAY AND
15 MR. JACKSON WOULD HANDLE MR. JACKSON'S HEALTH. DOESN'T
16 THAT MAKE SENSE? HE'S A GROWN MAN AND HAS A DOCTOR.
17 THEY WILL HANDLE HIS HEALTH. THAT WAS THEIR JOB.

18 REMEMBER, YOU NEVER HEARD MR. JACKSON AND
19 DR. MURRAY EVER COMING TO A.E.G. LIVE AND SAYING, "WOW,
20 WE GOT A PROBLEM." THEY NEVER CAME AND SAID,
21 "MR. JACKSON NEEDS A BREAK." THEY NEVER CAME AND SAID,
22 "WE'RE GOING TO TAKE A LITTLE TIME OFF." THEY NEVER
23 CAME AND SAID, "I'M SORRY, HE'S ADDICTED TO DRUGS.
24 WE'RE GOING TO DO SOMETHING ABOUT IT." THEY NEVER DID
25 THAT. AND NOW THEY WANT US, A.E.G. LIVE, TO BE TO BLAME
26 FOR THAT? THINK ABOUT THAT.

27 THEY WERE NEVER TOLD THAT MR. JACKSON NEEDED TO
28 STOP. MR. JACKSON NEVER SAID IT; HIS DOCTOR NEVER SAID

1 IT. THEY SAID THE OPPOSITE. THEY NEEDED TO GO ON, AND
2 COULD GO ON. THEY NEVER TOLD THE TRUTH TO A.E.G. LIVE,
3 AND THEY DID EVERYTHING THEY COULD TO MAKE SURE A.E.G.
4 LIVE NEVER KNEW THE TRUTH. THEY WOULD KEEP IT FROM
5 THEM, AND YOU HEARD THAT THEY DID.

6 A.E.G. LIVE ONLY LEARNED THE TRUTH AFTER
7 MR. JACKSON PASSED. WHEN MICHAEL JACKSON'S BEDROOM WAS
8 SEARCHED BY THE POLICE AND ITS SECRETS WERE REVEALED,
9 WHEN THE WORLD AND A.E.G. LIVE LEARNED FOR THE FIRST
10 TIME WHAT PROPOFOL WAS. YOU REMEMBER. NO ONE KNEW WHAT
11 PROPOFOL WAS. NO ONE HAD EVER HEARD OF IT BEFORE.
12 NEVER BEFORE MR. JACKSON'S DEATH. AND A.E.G. LIVE HAD
13 NO IDEA.

14 SIMPLY STATED, A.E.G. LIVE NEVER WOULD HAVE
15 AGREED TO FINANCE THIS TOUR IF IT KNEW THAT MR. JACKSON
16 WAS PLAYING RUSSIAN ROULETTE EVERY NIGHT IN HIS BEDROOM.
17 IT WOULD HAVE NEVER HAPPENED. BUT THEY DIDN'T KNOW
18 THAT.

19 NOW, IT WAS TRUE, A.E.G. LIVE, MR. PHILLIPS,
20 MR. GONGAWARE, THEY ALL WANTED TO DO THIS TOUR. THERE'S
21 NO QUESTION. AND THEY WERE INCREDIBLY EXCITED ABOUT IT.
22 THEY WANTED IT TO MOVE FORWARD. THEY WANTED TO BE PART
23 OF MR. JACKSON'S REDEMPTION. AND, YES, THEY ALSO WANTED
24 TO MAKE A PROFIT. THERE IS NO QUESTION ABOUT THAT. BUT
25 THAT DOESN'T CHANGE THE FACTS. IT DOESN'T CHANGE THAT
26 ADULTS ARE RESPONSIBLE FOR THE CHOICES THEY MAKE.

27 NOW, MR. PANISH TOLD YOU YESTERDAY THAT IT WAS
28 UNREASONABLE FOR A.E.G. LIVE TO BELIEVE MR. JACKSON. IT

1 WAS UNREASONABLE TO TRUST HIM. IT WAS UNREASONABLE FOR
2 HIM TO WANT A DOCTOR TO HELP HIM STAY IN TOP HEALTH. IT
3 WAS UNREASONABLE FOR HIM TO TAKE HIS LONG-TIME DOCTOR ON
4 TOUR WITH HIM AND HIS FAMILY TO LONDON. IT WAS
5 UNREASONABLE FOR A.E.G. LIVE TO RESPECT MR. JACKSON'S
6 ADULT CHOICES. THINK ABOUT THAT.

7 AND THINK ABOUT THIS: YOU HEARD KATHERINE
8 JACKSON TESTIFY IN THIS CASE. SHE SAID SHE WANTED IT TO
9 BE A SEARCH FOR THE TRUTH. MR. PANISH SAID THE SAME
10 THING IN HIS OPENING STATEMENTS, SEARCH FOR THE TRUTH,
11 AND HE REPEATED IT AGAIN AND AGAIN YESTERDAY.

12 MRS. JACKSON SAID THAT SHE WANTED TO UNDERSTAND, TO KNOW
13 WHAT REALLY HAPPENED TO HER SON.

14 BUT MRS. JACKSON ALSO TESTIFIED, REMEMBER THIS,
15 THAT SHE CLOSES HER EARS WHEN SHE HEARS BAD THINGS ABOUT
16 HIM. SHE DOESN'T WANT TO BELIEVE HE HAD A PROBLEM, AND
17 THAT IS UNDERSTANDABLE. ONE CANNOT BLAME HER FOR THAT.
18 SHE'S HIS MOM. ANYONE WHO HAS EVER KNOWN AN ADDICT CAN
19 UNDERSTAND HOW THAT IS.

20 BUT AS A RESULT, SHE CLOSED HER EARS TO THE
21 CHOICES THAT MR. JACKSON MADE. SHE CLOSED HER EARS TO
22 THE FACT THAT MR. JACKSON OVERDOSED; THAT HE OVERDOSED
23 ON A DRUG THAT HE CHOSE AND THAT HE HAD BEEN REPEATEDLY
24 WARNED ABOUT, GIVEN TO HIM BY HIS OWN DOCTOR. AND NOW
25 MR. PANISH NEEDS YOU TO CLOSE YOUR EARS TO THE SIMPLE
26 TRUTHS OF THIS CASE.

27 THE TRUTH THAT IT WAS MICHAEL JACKSON THAT
28 CHOSE DR. CONRAD MURRAY; THE TRUTH THAT IT WAS MICHAEL

1 JACKSON WHO ASKED DR. CONRAD MURRAY TO JOIN HIM ON THE
2 TOUR; THE TRUTH THAT IT WAS MICHAEL JACKSON WHO OFFERED
3 THE \$150,000 A MONTH. THE TRUTH IS THAT IT WAS MICHAEL
4 JACKSON WHO BROUGHT DR. CONRAD MURRAY FROM LAS VEGAS TO
5 LOS ANGELES, AND THE TRUTH IS THAT IT WAS MICHAEL
6 JACKSON WHO DEMANDED THE PROPOFOL. A DRUG THAT HE
7 CALLED "MILK."

8 ALL A.E.G. LIVE WAS GOING TO DO WAS ADVANCE THE
9 MONEY OF THE SALARY THAT MR. JACKSON WAS GOING TO PAY
10 DR. MURRAY IF HE WENT ON TOUR TO LONDON, LIKE SO MANY
11 PEOPLE ON THE TOUR. AND I TOLD YOU THAT IN OPENING
12 STATEMENTS. WE'VE NEVER RUN FROM THAT. THAT IS TRUE.
13 BUT THAT DOESN'T CHANGE ANY OF THE FACTS THAT YOU
14 LEARNED IN THE FIVE MONTHS SINCE.

15 MR. JACKSON WAS GOING TO PAY DR. MURRAY
16 ULTIMATELY, AS HE WAS EVERYTHING ELSE ON THE TOUR, AND
17 A.E.G. LIVE NEVER EVEN ADVANCED THAT MONEY, EVER. IT
18 NEVER PAID DR. MURRAY ANYTHING, AND THAT IS BECAUSE HE
19 WAS NEVER HIRED BY A.E.G. LIVE TO GO ON TOUR. IF THEY
20 HIRED HIM, THEY WOULD HAVE PAID HIM. THEY DIDN'T HIRE
21 HIM. THEY NEVER GAVE HIM ANY MONEY. YOU SAW THAT
22 EVIDENCE.

23 ALL THESE TRUTHS, THEY NEED YOU TO IGNORE THEM.
24 THEY NEED YOU TO SHUT YOUR EARS TO THEM BECAUSE THAT'S
25 THE ONLY WAY THAT THOSE FIVE QUESTIONS THEY TOLD YOU
26 ABOUT YESTERDAY, THAT'S THE ONLY WAY YOU GET A "YES" FOR
27 THOSE.

28 AND YOU SAW YESTERDAY IN THE TRIAL THAT

1 PLAINIFFS ARE NOT SEARCHING FOR THE TRUTH. HOW MANY
2 TIMES DID MR. PANISH SHOW YOU PART OF A DOCUMENT? TAKE
3 AN EXCERPT FROM THE E-MAIL? YOU REMEMBER THAT BUDGET
4 WHERE THEY DIDN'T SHOW YOU THE FOOTNOTE? HOW MANY TIMES
5 DID WE HAVE TO SAY, "WAIT, WAIT, WAIT. PUT THAT IN
6 CONTEXT." YOU NEVER HEARD US DO THAT.

7 REMEMBER MS. FAYE, MS. ROWE, MS. SANKEY? HOW
8 MANY TIMES DID THEY SIT THERE AND GO, "LET ME EXPLAIN
9 THAT. THAT'S NOT WHAT I MEANT." DID YOU EVER HEAR ME
10 GO, "I WANT A 'YES' OR 'NO'"? NO. WE LET THEM TALK.
11 I'M SURE YOU REMEMBER. AND THERE'S A REASON FOR THAT.

12 THE TRUTH ISN'T SOMETHING THAT A.E.G. LIVE IS
13 AFRAID OF. WHY WOULD WE BE? WE WANT THE WHOLE TRUTH
14 FROM EVERY WITNESS, EVEN THEIRS, EVEN THEIR VERSION OF
15 THE TRUTH.

16 AND ALL THOSE E-MAILS, TRUST ME, THERE ARE A
17 LOT OF E-MAILS I WOULD LOVE TO HAVE NOT BEEN HERE; OKAY?
18 SAW ALL THOSE E-MAILS. TENS OF THOUSANDS OF THOSE,
19 WHOSE E-MAILS WERE THOSE? A.E.G. LIVE. THEY TURNED
20 THOSE OVER. THEY'RE NOT HIDING ANYTHING HERE, BECAUSE
21 A.E.G. LIVE IS NOT AFRAID OF THE TRUTH.

22 THE TRUTH HERE IS A TRAGEDY, MAKE ABSOLUTELY NO
23 MISTAKE ABOUT THIS. THIS IS A TRAGEDY. IT'S A TRAGEDY
24 FOR THIS FAMILY, IT'S A TRAGEDY FOR HIS MOTHER, IT'S A
25 TRAGEDY FOR THESE KIDS. IT'S HORRIBLE AND INCREDIBLY
26 SAD. BUT IT IS NOT THE TRAGEDY OF A.E.G. LIVE'S MAKING.
27 YOU CAN'T POINT THE FINGER AT THEM, AND YOU SHOULDN'T.

28 NOW, MEMBERS OF THE JURY, I ASK YOU, PLEASE,

1 DON'T CLOSE YOUR EARS TO THE FACTS. WHEN YOU'RE
2 ANSWERING THE QUESTIONS ON THAT VERDICT FORM, THINK
3 ABOUT WHO CHOSE DR. MURRAY, WHO HIRED HIM. THINK ABOUT
4 WHETHER A.E.G. LIVE KNEW WHAT WAS GOING ON IN
5 MR. JACKSON'S LOCKED BEDROOM AT NIGHT. THINK ABOUT
6 WHETHER YOU BELIEVE A.E.G. LIVE CAUSED MR. JACKSON'S
7 DEATH. THINK ABOUT THAT, BECAUSE THAT IS THE REAL
8 QUESTION HERE. DID A.E.G. LIVE CAUSE MR. JACKSON'S
9 DEATH? BECAUSE THAT'S WHAT THEY'RE SAYING. MR. JACKSON
10 CHOSE THIS DOCTOR YEARS BEFORE, AND MR. JACKSON CHOSE
11 THE DRUG THAT KILLED HIM.

12 MR. JACKSON, LIKE EVERY ADULT, IS RESPONSIBLE
13 FOR HIS OWN CHOICES. YOU HEARD THEM. HE'S NO
14 DIFFERENT. AND SOMETIMES WE MAKE REALLY BAD CHOICES.
15 IT'S TRUE.

16 AND IT WOULD BE AWESOME, WHEN WE MAKE THOSE
17 CHOICES, TO TURN AND POINT TO SOMEBODY ELSE AND SAY, "IT
18 WASN'T ME," BUT YOU CAN'T DO THAT. THAT'S WHAT IT MEANS
19 TO BE AN ADULT. THAT'S WHAT PERSONAL RESPONSIBILITY IS
20 ABOUT. HE MADE SOME BAD CHOICES, AND IT RESULTED IN A
21 HORRIBLE TRAGEDY, BUT YOU CAN'T AND SHOULDN'T BLAME
22 SOMEONE ELSE FOR MR. JACKSON'S BAD CHOICES. HE WAS A
23 GROWN MAN.

24 ALL RIGHT. GIVE YOU A LITTLE ROADMAP OF THE
25 TRIAL, LIKE TO POINT OUT WHERE WE'RE GOING TO GO TO GIVE
26 YOU SOME SENSE OF WHAT WE'RE GOING TO DO.

27 I BELIEVE THAT PLAINTIFFS HAVE FOCUSED THIS
28 CASE ON DISTRACTIONS, NOT THE FACTS. A LOT OF THINGS

1 WERE SHOWN TO YOU THAT I DON'T THINK WERE RELEVANT TO
2 YOUR DETERMINATION. I THINK YOU SAW IT THROUGH THE
3 TRIAL.

4 FOR EXAMPLE, THEY PUT ON EVIDENCE THAT
5 MR. JACKSON WAS AT REHEARSAL A COUPLE DAYS BEFORE HE
6 DIED, JUNE 19TH. REMEMBER THAT? AND THAT PEOPLE TOLD
7 A.E.G. LIVE ABOUT IT BECAUSE THEY WEREN'T THERE. AND
8 YOU REMEMBER THE "TROUBLE AT THE FRONT" E-MAILS? CHAINS
9 THAT YOU WERE SHOWN OVER AND OVER AGAIN, OR PORTIONS OF
10 THEM. YOU REMEMBER HOW -- THEY ASKED EVERY WITNESS,
11 EVERYBODY WHO WALKED UP. "WHAT DO YOU THINK THAT
12 MEANS?" EVERYBODY. PEOPLE NOT ON THEM, WEREN'T ON
13 THEM. SHOWN AGAIN AND AGAIN AND AGAIN.

14 LET ME BE CLEAR ABOUT THEM. A.E.G. LIVE DID
15 DISCUSS MICHAEL JACKSON'S HEALTH IN THOSE E-MAILS
16 BECAUSE THEY WERE ASKED TO. THAT'S WHAT THEY WERE
17 ABOUT. WE'RE NOT DISPUTING THAT. THERE'S NO DISPUTE
18 ABOUT THAT.

19 BUT YOU'RE NOT BEING ASKED TO DECIDE HERE WHAT
20 A.E.G. LIVE KNEW ABOUT MR. JACKSON'S HEALTH. LOOK AT
21 YOUR VERDICT FORMS WHEN THEY COME. YOU'RE NOT ASKED TO
22 DECIDE WHAT THEY KNEW. WHAT DID THEY KNOW ABOUT HIS
23 HEALTH? WHAT SHOULD THEY HAVE KNOWN ABOUT MR. JACKSON'S
24 HEALTH? WHETHER THEY KNEW HE WAS SICK ON JUNE 19TH.
25 AND YOU'LL SEE WHY I SAY THIS.

26 LOOK AT THE VERDICT FORM. YOU KNOW WHAT? I
27 DON'T KNOW IF YOU STILL HAVE -- CAN I GET THE VERDICT
28 FORMS? IS THAT ALL RIGHT, YOUR HONOR? THANK YOU, SIR.

1 SHOULD BE THE SAME ONE.

2 SO WHAT I'M GOING TO DO IS, I'M GOING TO TALK A
3 LITTLE BIT ABOUT WHAT I DID AT TRIAL. REMEMBER, THEY
4 WOULD GO IN A CERTAIN ORDER, AND GENERALLY I WOULD GO
5 BACKWARDS, TAKE THE MOST RECENT AND GO BACK? IN THIS
6 INSTANCE, I'M GOING TO GO THROUGH THE SAME ORDER, AND
7 THERE'S A REASON FOR THAT. THAT'S BECAUSE -- YOU
8 REMEMBER WHAT -- THEY HAVE THE BURDEN OF PROOF. YOU
9 HAVE TO ANSWER "YES" TO EVERY QUESTION BEFORE YOU'RE
10 GOING TO FIND LIABILITY AND DAMAGES. YOU FIND "NO" ON
11 ANY OF THESE, WHICH I BELIEVE YOU WILL, IT'S DONE. SO
12 THAT'S WHY I WANT TO GO THROUGH IT IN THAT ORDER. YOU
13 HAVE TO SAY "YES" TO ALL OF THESE BEFORE YOU GET TO
14 FINDING THEM MONEY, AND I BELIEVE ALONG THE WAY YOU'RE
15 GOING TO SAY "NO," SO WE'RE GOING TO TAKE THEM IN ORDER.

16 AND THESE ARE THE QUESTIONS THAT YOU'LL FILL
17 OUT, AND EVERY ONE OF THOSE QUESTIONS, IF YOU LOOK AT
18 IT, START OUT WITH THE IDEA THAT IT'S NOT ABOUT MICHAEL
19 JACKSON'S HEALTH, BECAUSE THIS IS ABOUT DR. CONRAD
20 MURRAY. LOOK AT THE QUESTIONS. EVERY ONE OF THEM HAS
21 TO DO WITH DR. CONRAD MURRAY, NOT MR. JACKSON'S HEALTH.

22 THAT'S BECAUSE THEY'RE SUING A.E.G. LIVE FOR A
23 CLAIM CALLED NEGLIGENT HIRING, RETENTION OR SUPERVISION
24 OF DR. CONRAD MURRAY. THEY SAY A.E.G. LIVE HIRED
25 DR. MURRAY AND THAT WE WERE NEGLIGENT IN DOING SO. SO
26 YOU HAVE TO FIND TWO THINGS: DID WE HIRE HIM? IF WE
27 HIRED HIM, WERE WE NEGLIGENT IN DOING SO? THE NEGLIGENT
28 HIRING THING PROTECTS PEOPLE FROM BAD HIRES. IT DOES

1 THIS BY HOLDING THE EMPLOYER LIABLE WHEN SOMEONE THE
2 EMPLOYER HIRES HURTS OR KILLS SOMEONE ELSE.

3 AND MR. PANISH SAID YESTERDAY THE LAW MAKES
4 SENSE, IT'S FAIR, JUSTICE IS FOR EVERYBODY. AND I
5 ABSOLUTELY AGREE WITH THAT. JUSTICE IS FOR EVERYONE,
6 AND IT IS FAIR IN THIS CASE.

7 WHAT'S NOT FAIR AND JUST IS TO FIND A.E.G. LIVE
8 AT FAULT FOR WHAT HAPPENED TO MR. JACKSON HERE, BECAUSE
9 THE LAW OF NEGLIGENT HIRING ONLY HOLDS AN EMPLOYER
10 LIABLE AND AT FAULT IF HE KNEW, OR SHOULD HAVE KNOWN,
11 THAT THE PERSON HE HIRED MIGHT HARM SOMEONE BUT STILL
12 HIRED AND KEPT THEM ON ANYWAY.

13 LIKE GIVING A PERSON WITH A HISTORY OF VIOLENCE
14 A JOB WHEN HE HAD TO USE A WEAPON. IF YOU KNEW HE HAD A
15 HISTORY OF VIOLENCE, YOU GAVE HIM A WEAPON, THAT WOULD
16 BE NEGLIGENT HIRING.

17 OR KEEPING A DRIVER AFTER MULTIPLE ARRESTS FOR
18 RECKLESS DRIVING. YOU KNEW HE HAD MULTIPLE OR SHE HAD
19 MULTIPLE ARRESTS FOR RECKLESS DRIVING, AND YOU KEPT THEM
20 ON ANYWAY. THAT WOULD BE NEGLIGENT RETENTION.

21 AND THIS ONLY MAKES SENSE. IT WOULDN'T BE FAIR
22 TO HOLD AN EMPLOYER LIABLE IF THEY HAD NO REASON TO KNOW
23 THAT. THEY HAD NO REASON TO BELIEVE THAT THE PERSON
24 THEY HIRED WAS DANGEROUS. THAT WOULDN'T BE JUSTICE.
25 YOU HAVE TO BE ON NOTICE. YOU HAVE TO BE ON NOTICE THAT
26 THERE WOULD LIKELY BE A PROBLEM, AND THAT'S IMPORTANT
27 HERE.

28 BECAUSE AS THE COURT TOLD YOU ON MONDAY --

1 SEEMS LIKE A LONG TIME AGO, BUT IT WAS ONLY TWO DAYS
2 AGO -- YOU CAN ONLY FIND A.E.G. LIVE AT FAULT HERE IF
3 THEY KNEW, OR SHOULD HAVE KNOWN, THAT DR. MURRAY WAS
4 DANGEROUS, BUT THEY HIRED HIM ANYWAY. OR A.E.G. LIVE
5 HIRED DR. MURRAY, THEN FOUND OUT THAT -- WHAT HE WAS
6 DOING AND DIDN'T GET RID OF HIM. THAT'S WHAT THE ACTUAL
7 LAW IS.

8 SO THIS CASE IS ABOUT WHAT A.E.G. LIVE KNEW
9 ABOUT DR. MURRAY. LOOK AT THE QUESTION. IT'S ABOUT
10 DR. MURRAY, NOT WHAT IT KNEW ABOUT MR. JACKSON. AND
11 THAT'S THE DIVERSION THEY TRIED TO TAKE. BECAUSE YOU
12 CAN'T, YOU CAN'T ANSWER "YES" TO THESE IF IT FOCUSES ON
13 DR. CONRAD MURRAY. LOOK AT THE VERDICT FORM. YOU'LL
14 SEE THAT. TRUST ME, I'M GOING TO GO THROUGH IT.

15 AND AS THE JUDGE TOLD YOU, PLAINTIFFS HAVE THE
16 BURDEN OF PROOF ON THIS CLAIM, NOT A.E.G. LIVE. AS YOU
17 GO THROUGH THOSE, THEY HAVE THE BURDEN. THEY HAVE THE
18 BURDEN OF PROVING EACH AND EVERY ELEMENT OF THEIR CLAIM,
19 AND THOSE ELEMENTS ARE LAID OUT ON THAT SAME VERDICT
20 FORM THAT YOU HAVE TO FILL OUT. AND PLAINTIFFS MUST
21 PROVE FIVE DIFFERENT THINGS. IF THEY HAVEN'T PROVEN
22 EVEN ONE OF THEM, THEY HAVEN'T PROVED THEIR CASE. AND
23 THAT'S THEIR BURDEN. WE'RE GOING TO TALK ABOUT EACH
24 JUST REAL QUICKLY RIGHT NOW.

25 OKAY. FIRST: "HAVE PLAINTIFFS PROVED TO YOU
26 THAT A.E.G. LIVE HIRED DR. CONRAD MURRAY?" I THINK THAT
27 QUESTION IS EASY. WE'LL GO THROUGH IT, BECAUSE IF
28 ANYONE HIRED DR. CONRAD MURRAY, IT WAS MR. JACKSON, NOT

1 A.E.G. LIVE.

2 SECOND: IF YOU NONETHELESS FIND THAT SOMEHOW
3 A.E.G. LIVE HIRED, YOU GO TO THE NEXT, AND IT SAYS:
4 "HAVE PLAINTIFFS PROVED THAT DR. MURRAY WAS UNFIT OR
5 INCOMPETENT" -- AND, BY THE WAY, THAT'S WHERE THEY
6 STOPPED YESTERDAY. ONLY ASKED YOU IF HE WAS FIT OR
7 INCOMPETENT. THAT'S NOT THE QUESTION. THE QUESTION IS:
8 "WAS HE UNFIT OR INCOMPETENT FOR THE JOB FOR WHICH HE
9 WAS HIRED?" AND THAT'S THE KEY.

10 DR. MURRAY WAS FIT AND COMPETENT TO TAKE CARE
11 OF THE GENERAL MEDICAL NEEDS OF MICHAEL JACKSON, AND
12 THAT'S WHAT HE WAS HIRED FOR. HE HAD BEEN DOING SO FOR
13 THE JACKSONS AND HIS OTHER PATIENTS FOR YEARS WITHOUT
14 INCIDENT. THE ANSWER THERE HAS TO BE "NO."

15 THIRD: "HAVE PLAINTIFFS PROVED THAT A.E.G.
16 LIVE KNEW, OR SHOULD HAVE KNOWN, THAT DR. MURRAY WAS
17 UNFIT OR INCOMPETENT AND THAT THIS PUT OTHERS, INCLUDING
18 MR. JACKSON, AT RISK OF HARM?" IN OTHER WORDS, DID
19 A.E.G. LIVE KNOW, OR SHOULD THEY HAVE KNOWN, WHAT
20 DR. MURRAY WAS ACTUALLY DOING? AND THE ANSWER AND THE
21 EVIDENCE SHOWS YOU THAT IT HAS TO BE "NO."

22 FOURTH, IF YOU GET THERE: "HAVE PLAINTIFFS
23 PROVED THAT A.E.G. LIVE'S NEGLIGENCE" -- THIS IS WHAT WE
24 LOOKED AT BEFORE, TRYING TO PROVE NEGLIGENCE. GOES ON
25 TO SAY: "IF THEY WERE NEGLIGENT IN THE HIRING,
26 SUPERVISING OR RETAINING OF DR. MURRAY, WAS THAT A
27 SUBSTANTIAL FACTOR" -- THAT SUPPOSED NEGLIGENCE -- "IN
28 CAUSING MR. JACKSON'S DEATH?"

1 IN OTHER WORDS, YOU CAN HIRE SOMEONE. THEY
2 COULD BE NEGLIGENT. BUT IF IT'S NOT THE FACTOR -- IF
3 IT'S NOT A SUBSTANTIAL FACTOR -- AND, AGAIN, A
4 SUBSTANTIAL FACTOR. BUT IF IT'S NOT A SUBSTANTIAL
5 FACTOR, WELL, IN THAT CASE, YOU'RE GOING TO HAVE TO SAY
6 "NO."

7 AND THE SAD TRUTH HERE IS MICHAEL JACKSON'S
8 DEATH WAS CAUSED BY HIS CHOICES, AND IT WOULD HAVE
9 HAPPENED NO MATTER WHAT, WITH OR WITHOUT A.E.G. LIVE.
10 HOW DO WE KNOW THAT? A.E.G. LIVE DIDN'T HIRE HIM,
11 DIDN'T ADVANCE ANY MONIES, AND IT HAPPENED ANYWAY.
12 AGAIN, I THINK THE ANSWER THERE IS "NO."

13 FIFTH, IF THEY'VE PROVEN ALL OF THOSE THINGS,
14 WELL, THEN, THEY HAVE TO PROVE DAMAGES. AND DAMAGES
15 ISN'T SOMETHING WHERE YOU SIT THERE AND GO, "OH,
16 WHATEVER YOU GUYS THINK." IT ISN'T AS EASY AS THAT.
17 YOU HAVE TO HAVE PROOF. YOU HAVE TO HAVE SOMETHING.

18 AND THEIR DOLLAR AMOUNT IS \$1.5 BILLION. THEY
19 KIND OF RUSHED THROUGH THAT YESTERDAY. I DON'T KNOW IF
20 YOU NOTICED. A LITTLE EMBARRASSED TO THROW IT OUT ON
21 THE SCREEN, BUT IT WAS THERE. \$1.5 BILLION. I'M SORRY,
22 THAT'S AN ABSURD NUMBER. ABSURD. AND THEY HAVEN'T EVEN
23 REMOVEDLY PROVED IT. NOT IN ANY WAY. WE'LL GO THROUGH
24 IT.

25 BUT YOU REMEMBER ALL THEIR TESTIMONY FROM THEIR
26 SUPPOSED DAMAGES PERSON, THE YEARS AND YEARS OF FUTURE
27 RECORDINGS. NOT JUST RECORDINGS, BUT TOURS HE WAS GOING
28 TO DO. JUST THINK ABOUT THAT. THEIR CLAIM IS HE WAS SO

1 SICK, AND IT WAS SO OBVIOUS TO EVERYONE THAT A.E.G. LIVE
2 SHOULD HAVE KNOWN THAT -- AGAIN, SHIFTING THE FOCUS TO
3 HIM, BECAUSE THEY CAN'T FOCUS ON WHAT THEY KNEW OR
4 DIDN'T KNOW ABOUT DR. CONRAD MURRAY -- HE'S SO SICK THAT
5 EVERYONE SHOULD HAVE KNOWN THAT.

6 AND THEN THEY TURN AROUND AND SAY, BUT HE WAS
7 GOING TO GO ON AND MAKE MORE MONEY THAN ANYONE HAD EVER
8 DONE IN HISTORY WITH FOUR MORE WORLD TOURS? DOESN'T
9 MAKE SENSE, LIKE THE REST OF THEIR CLAIMS. AGAIN, CAN'T
10 GUESS ON THAT ONE. YOU HAVE TO HAVE SOME BASIS. CAN'T
11 SPECULATE. THAT'S WHAT THE LAW SAYS.

12 SO I'M GOING TO QUICKLY TALK ABOUT SOMETHING
13 BRIEFLY, AND THEN WE'LL GO THROUGH THEM, AND I'LL TALK
14 ABOUT IT BECAUSE IT'S IMPORTANT.

15 YOU'VE HEARD LOTS OF TESTIMONY IN THIS CASE
16 ABOUT THINGS PEOPLE KNEW ABOUT PEOPLE WHO KNEW
17 MR. JACKSON, AND WHAT THEY DID, OR WHAT THEY DIDN'T DO,
18 INCLUDING A.E.G. LIVE.

19 KAREN FAYE -- I'M NOT GOING TO THROW THEM ALL
20 OUT THERE. BUT KAREN FAYE, CLEARLY SHE LOVED HIM, HAD
21 FOR A LONG TIME. YET SHE DIDN'T CONFRONT MR. JACKSON
22 WITH HER CONCERNS ABOUT HIS DRUG USE. SHE DIDN'T EVEN
23 ASK HIM WHAT WAS WRONG ON THE 19TH. SHE THOUGHT IT
24 WOULD BE WRONG TO DO SO. NOW, IF I RECALL, SHE THOUGHT
25 THEY WERE BEST FRIENDS, AND SHE DIDN'T DO ANYTHING. SHE
26 SAID NOTHING TO HIM.

27 ALIF SANKEY. SHE SAID THAT SHE THOUGHT SHE
28 SHOULD HAVE CALLED 911. SHE WANTED TO, BUT SHE DIDN'T

1 DO IT.

2 DR. ALLAN METZGER. YOU REMEMBER. HE TALKED
3 ABOUT ADVISING MR. JACKSON, JUST BEFORE HIS DEATH, THAT
4 HE SHOULD GET SLEEP CARE. EVEN THOUGH HE DID THAT, AND
5 EVEN THOUGH HE WAS CONCERNED THAT MR. JACKSON HAD A
6 PROFOUND SLEEP DISORDER, HE DIDN'T FOLLOW UP. ONE OF
7 HIS BEST FRIENDS. FRIENDS FOR 30 YEARS.

8 YOU HEARD DR. CHERILYN LEE. SHE FAILED TO TALK
9 MR. JACKSON OUT OF USING PROPOFOL FOR SLEEP, THOUGH SHE
10 TRIED. SHE, TOO, NEVER FOLLOWED UP. AND I CAN KEEP
11 GOING.

12 TRAVIS PAYNE. HE COULDN'T CONVINCER MR. JACKSON
13 TO DO PHYSICAL THERAPY.

14 RANDY PHILLIPS. HE DIDN'T FORCE HIM TO SEE A
15 PSYCHIATRIST.

16 I CAN GO THROUGH AND THROUGH AND THROUGH WITH
17 EVERYONE, BECAUSE WHENEVER A TRAGEDY HAPPENS, IT'S EASY
18 TO PLAY THAT GAME. YOU CAN TORTURE YOURSELF. I'M SURE
19 HIS FAMILY HAS TORTURED THEMSELVES, AND YOU SHOULDN'T.
20 YOU SIT THERE AND SAY TO YOURSELF, "IF ONLY." "IF ONLY
21 I HAD DONE SOMETHING." "IF ONLY I HAD SEEN THE SIGNS
22 THAT ARE NOW SO CLEAR WITH 20/20 HINDSIGHT."

23 OR YOU CAN TORTURE OTHERS. YOU CAN BLAME THEM,
24 TELL THEM THAT IF ONLY THEY HAD DONE SOMETHING. IF ONLY
25 THEY HAD SEEN THE SIGNS THAT YOU CAN NOW SEE WITH 20/20
26 HINDSIGHT. THAT IS A NATURAL THING TO DO, BUT AS
27 ADULTS, THAT'S NOT WHAT WE SHOULD DO.

28 BECAUSE AS THE JUDGE HAS INSTRUCTED YOU, THESE

1 KINDS OF "SHOULD HAVES, COULD HAVES, WOULD HAVES," THEY
2 AREN'T PART OF THE DECISION YOU'RE HERE TO MAKE TODAY.
3 THE LAW DOESN'T REQUIRE YOU TO SAVE SOMEONE, EVEN IF
4 YOUR CONSCIENCE, YOUR MORALITY, YOUR LOVE, YOUR GUILT,
5 WHATEVER IT IS, EVEN IF THAT TELLS YOU YOU SHOULD,
6 THAT'S NOT THE LAW. THERE ISN'T A DUTY TO SAVE.

7 AND WHO WOULD HAVE HAD -- AND AGAIN, ANYBODY
8 WHO HAS EVER LOVED AN ADDICT BEFORE, CARED FOR AN
9 ADDICT, KNOWS WHAT THAT'S LIKE. YOU CAN'T SAVE SOMEONE.
10 THEY HAVE TO SAVE THEMSELVES. AND MORE IMPORTANT, WHAT
11 YOU'RE DOING HERE TODAY, THE LAW DOESN'T SAY YOU HAVE
12 TO, BECAUSE IF IT WERE ANY DIFFERENT, IF THAT WEREN'T
13 THE CASE, EVERYONE WOULD BE LEGALLY RESPONSIBLE FOR
14 EVERYBODY ELSE'S DECISIONS, AND THAT'S NOT HOW LIFE
15 WORKS, AND THAT'S CERTAINLY NOT HOW THE LAW WORKS.

16 ALL RIGHT. SO WE'RE GOING TO GO THROUGH THE
17 FIVE THINGS THE PLAINTIFFS HAVE TO PROVE, AND WE'RE
18 GOING TO GO THROUGH THEM, BECAUSE I BELIEVE THEY HAVEN'T
19 PROVED THEM.

20 AND UNLIKE YESTERDAY, THE WAY WE'RE GOING TO DO
21 IT IS, WE'RE ACTUALLY GOING TO DO IT AND GIVE YOU ALL
22 KINDS OF FACTS SO YOU CAN PUT IT IN CONTEXT TO
23 UNDERSTAND WHAT YOU'RE GOING TO DECIDE.

24 SO THE FIRST ONE ON YOUR VERDICT FORM IS
25 HIRING. FIRST QUESTION OBVIOUSLY HAD TO BE HIRING. WHO
26 HIRED DR. MURRAY? BECAUSE SOMEONE CAN ONLY BE LIABLE
27 FOR NEGLIGENT HIRING, RETENTION OR SUPERVISION IF YOU
28 HIRE THAT PERSON IN THE FIRST PLACE. YOU CAN'T

1 NEGLIGENTLY HIRE SOMEONE UNLESS YOU HIRE THEM. YOU
2 CAN'T NEGLIGENTLY RETAIN UNLESS YOU HIRE THEM. YOU
3 CAN'T NEGLIGENTLY SUPERVISE UNLESS YOU HIRE. SO THE
4 FIRST QUESTION IS: WHO HIRED HIM?

5 AND YOU'RE GOING TO BE ASKED ON THAT VERDICT
6 FORM EXACTLY WHAT IT SAYS HERE: "DID A.E.G. LIVE HIRE
7 DR. MURRAY?" THAT'S THE OPENING QUESTION. HAS TO BE.

8 NOW, REMEMBER, IT'S PLAINTIFFS' BURDEN TO PROVE
9 THAT A.E.G. LIVE HIRED DR. MURRAY. AND I BELIEVE THAT
10 ANSWER IS "NO." A.E.G. LIVE DID NOT HIRE DR. MURRAY,
11 AND I BELIEVE IT FOR TWO REASONS, AND I'M GOING TO GO
12 THROUGH BOTH.

13 THE FIRST IS THAT THE EVIDENCE IS VERY CLEAR
14 THAT MICHAEL JACKSON WAS THE ONE WHO HIRED DR. MURRAY.
15 AND WE'LL TALK ABOUT THAT.

16 BUT THE SECOND REASON, WHICH WE'LL TALK ABOUT
17 IN A MOMENT, IS THAT THINGS NEVER EVEN GOT THAT FAR.
18 THERE WAS NEVER A CONTRACT. PLAINTIFFS WANT YOU TO
19 BELIEVE THERE WAS A DONE DEAL SOMEHOW BETWEEN A.E.G.
20 LIVE AND DR. MURRAY SOMETIME BEFORE JUNE 25TH, 2009.
21 AND EVEN THEY CAN'T REALLY SAY WHEN. THEY THROW UP A
22 BUNCH OF NUMBERS, IT WAS THEN, OR MAYBE THEN, OR MAYBE
23 THEN. IT'S BECAUSE THERE WAS NEVER A DONE DEAL.

24 AND AS THE JUDGE INSTRUCTED YOU ON MONDAY,
25 PLAINTIFFS HAVE TO PROVE THAT A.E.G. LIVE AND DR. MURRAY
26 AGREED TO BE BOUND WITHOUT A WRITTEN AGREEMENT. THEY
27 HAVE TO -- AND FOR ALL OF THEIR THEORIES, THEY HAVE TO
28 HAVE AGREED TO BE BOUND. AND THEY HAVE TO AGREE TO BE

1 BOUND WITHOUT A WRITTEN AGREEMENT, BECAUSE WE KNOW THERE
2 ISN'T ONE. AND THEREFORE, FOR EITHER OF THOSE TWO
3 REASONS, I THINK YOUR ANSWER WILL BE "NO."

4 NOW, LET'S TALK ABOUT THE FIRST ONE. THAT IT
5 WAS MICHAEL JACKSON, AND MICHAEL JACKSON ALONE, WHO
6 HIRED DR. MURRAY.

7 AS THE JUDGE TOLD YOU ON MONDAY, THERE ARE FOUR
8 OPTIONS HERE. THAT MAKES SENSE THERE CAN ONLY BE FOUR
9 OPTIONS HERE. EITHER MICHAEL JACKSON HIRED HIM, A.E.G.
10 LIVE HIRED HIM, THEY BOTH HIRED HIM, OR NEITHER ONE
11 HIRED HIM.

12 AND I BELIEVE ALL OF THE EVIDENCE YOU'LL SEE --
13 EVIDENCE, NOT WHAT PEOPLE HAVE ARGUED. REMEMBER, WHAT I
14 SAY, WHAT THE LAWYERS SAY AREN'T EVIDENCE; THE QUESTIONS
15 AREN'T EVIDENCE, JUST THE EVIDENCE. I THINK THAT ALL
16 THE EVIDENCE SHOWS THAT THE ONLY PERSON WHO HIRED
17 DR. CONRAD MURRAY WAS MICHAEL JACKSON, NOT A.E.G. LIVE.

18 NOW, HOW DO WE KNOW THIS? WELL, MR. JACKSON
19 SELECTED DR. MURRAY. WE KNOW THAT. THERE'S NO DISPUTE
20 ABOUT THAT. WE KNOW FROM DR. MURRAY'S RECORDS THAT HE
21 HAD BEEN TREATING MR. JACKSON AND HIS CHILDREN SINCE
22 2006.

23 NOW, I WANT TO SAY A LITTLE SOMETHING ABOUT
24 THOSE RECORDS. DON'T FORGET, WE DIDN'T GET EVERYBODY'S
25 RECORDS, AND EVEN WHEN WE GOT SOME RECORDS, WE ONLY GOT
26 PART OF THEM. SO WE'RE BASING THIS ALL ON ONLY THE
27 RECORDS WE COULD GET. THERE ARE MANY OTHER RECORDS OUT
28 THERE, BUT WE DIDN'T GET THEM. BUT WE TRIED.

1 BUT FROM WHAT WE KNOW, AT LEAST FROM 2006 HE
2 WAS TREATING MR. JACKSON AND HIS CHILDREN. I DON'T
3 THINK THERE'S ANY DISPUTE ABOUT THAT.

4 YOU ALSO HEARD THE TESTIMONY OF DR. JEFFREY
5 ADAMS. MR. JACKSON'S FORMER BODYGUARD. REMEMBER, HE IS
6 THE ONE WHO INTRODUCED DR. MURRAY TO MR. JACKSON.
7 MR. JACKSON WENT TO DR. MURRAY'S OFFICE IN LAS VEGAS
8 AFTER HIS FATHER. IN FACT, MR. ADAMS'S FATHER WAS
9 DR. MURRAY'S PATIENT AS WELL, JUST LIKE MR. JACKSON.

10 MR. PANISH TRIED TO INSINUATE THAT DR. MURRAY
11 DIDN'T HAVE PRACTICES. REMEMBER THAT? HE SAID IT; NO
12 WITNESS SAID IT. DR. MURRAY WAS A REAL DOCTOR. ALL THE
13 EVIDENCE SHOWS THAT. HE HAD REAL PATIENTS.

14 REMEMBER STEPHEN GORDON? DR. STEPHEN GORDON IN
15 LAS VEGAS? DR. MURRAY INTRODUCED HIMSELF TO DR. GORDON
16 AS MR. JACKSON'S PERSONAL PHYSICIAN IN 2007.

17 REMEMBER DR. SLAVIT? THAT WAS THE DOCTOR WHO
18 GAVE THE PHYSICAL IN 2009 FOR THE INSURANCE. HE
19 TESTIFIED THAT MR. JACKSON TOLD HIM THAT DR. MURRAY WAS
20 HIS PERSONAL PHYSICIAN. THAT'S MR. JACKSON SAYING THAT.
21 THAT WAS IN FEBRUARY BEFORE A.E.G. LIVE HAD EVER MET OR
22 HEARD OF DR. CONRAD MURRAY. HE DIDN'T GIVE SOME OTHER
23 NAME. HE WAS ASKED WHO HIS PHYSICIAN WAS. HE DIDN'T
24 SAY DR. METZGER, HE DIDN'T SAY ARNIE KLEIN, HE DIDN'T
25 SAY MANY OTHER DOCTORS YOU HEARD. HE SAID DR. CONRAD
26 MURRAY.

27 DR. MURRAY WAS MR. JACKSON'S LONG-TERM DOCTOR.
28 THEY CAN PLAY THAT OFF AS NOT TRUE, BUT IT'S TRUE, AND

1 THE EVIDENCE SHOWS IT. THAT IS WHAT HE TOLD EVERYONE,
2 AND HE TOLD HIM THIS LONG BEFORE A.E.G. LIVE HAD EVER
3 HEARD OF HIM. MR. JACKSON WAS THE ONE WHO BROUGHT
4 DR. MURRAY TO LOS ANGELES. YOU'VE SEEN THE EVIDENCE.
5 DR. MURRAY WAS IN LOS ANGELES TREATING MR. JACKSON LONG
6 BEFORE A.E.G. LIVE EVER HEARD OF HIM. HE TREATED THE
7 JACKSON CHILDREN FOR COLDS IN JANUARY OF 2009. THAT'S
8 IN THE MEDICAL RECORDS. HE WAS SEEN AT THE HOUSE
9 MULTIPLE TIMES A WEEK FROM AT LEAST THE VERY BEGINNING
10 OF APRIL. WE KNOW AT LEAST THAT LONG.

11 YOU EVEN HEARD THAT FROM KAI CHASE -- REMEMBER
12 THE CHEF? -- WHO TESTIFIED THAT WHEN SHE STARTED WORKING
13 AT CAROLWOOD, HE WAS THERE. THAT'S APRIL.

14 YOU ALSO HEARD FROM TRAVIS PAYNE, THE
15 CHOREOGRAPHER. THE ONE THAT WENT ON THE TOUR. AND
16 KENNY ORTEGA, THE DIRECTOR. THEY TOLD YOU HOW
17 MR. JACKSON INTRODUCED DR. MURRAY TO THEM -- MR. JACKSON
18 INTRODUCED DR. MURRAY TO THEM IN HIS HOUSE AS, QUOTE,
19 "MY DOCTOR." "I'D LIKE TO INTRODUCE YOU TO MY DOCTOR."
20 THAT'S WHAT HE DID WHEN THEY MET HIM, AND THAT WAS IN
21 THE SPRING OF 2009.

22 YOU'VE ALSO HEARD THE TESTIMONY OF PAUL
23 GONGAWARE AND RANDY PHILLIPS THAT MR. JACKSON INSISTED
24 THAT DR. MURRAY COME ON TOUR AND WOULD NOT TAKE "NO" FOR
25 AN ANSWER. WHEN THEY SUGGESTED ANYTHING ELSE, GET
26 SOMEONE IN LONDON. IT WILL BE CHEAPER FOR YOU GET
27 SOMEONE IN LONDON. THEY HAVE GREAT HOSPITALS. "NO, I'M
28 TAKING MY DOCTOR."

1 CONRAD MURRAY HAD BEEN MR. JACKSON'S DOCTOR, HE
2 WAS MICHAEL JACKSON'S DOCTOR, AND HE WAS GOING TO
3 CONTINUE AS MICHAEL JACKSON'S DOCTOR, AND IT WAS NOT FOR
4 A.E.G. LIVE TO INTERFERE WITH THAT LONG-TIME
5 DOCTOR/PATIENT RELATIONSHIP. THAT'S WHAT THEY'RE ASKING
6 YOU TO DO, INTERFERE WITH THAT RELATIONSHIP.

7 DR. CONRAD MURRAY WAS MICHAEL JACKSON'S CHOICE.
8 OKAY. SO WE KNOW MR. JACKSON WAS THE ONE WHO
9 SELECTED DR. MURRAY. I DON'T THINK THERE'S ANY DEBATE
10 ABOUT THAT.

11 WHAT ABOUT PAYING HIM? MICHAEL JACKSON DID
12 THAT, TOO. IN FACT, MICHAEL JACKSON HAD BEEN PAYING HIM
13 FOR THREE YEARS, THE WHOLE TIME DR. MURRAY WAS TREATING
14 HIM, AND MR. JACKSON CONTINUED PAYING DR. MURRAY IN
15 LOS ANGELES. YOU SAW THAT TESTIMONY. REMEMBER, HE HAD
16 HIS CHILDREN, PRINCE AND PARIS, GIVE DR. MURRAY STACKS
17 OF \$100 BILLS. YOU REMEMBER THAT? "HOW THICK? THIS
18 THICK (INDICATING)? THAT THICK (INDICATING)? THIS
19 THICK (INDICATING)?" HE SAID IT WAS THIS THICK WITH
20 RUBBER BANDS, \$100 BILLS. AND MR. JACKSON PAID
21 DR. MURRAY THROUGH THE DAY THAT HE DIED AT LEAST 10
22 TIMES IN LOS ANGELES. THAT WAS THE TESTIMONY. THAT'S
23 MR. JACKSON PAYING, NOT A.E.G. LIVE.

24 AND DID A.E.G. LIVE EVER PAY DR. MURRAY? NO.
25 NEVER. THE EVIDENCE IS ABSOLUTELY CLEAR ON THAT. THEY
26 NEVER PAID HIM BECAUSE THEY NEVER HIRED HIM TO GO ON
27 TOUR.

28 MR. PANISH SAID YESTERDAY THAT A.E.G. LIVE WAS,

1 QUOTE, "GIVING THE MONEY TO DR. MURRAY," END QUOTE.

2 THAT IS NOT TRUE. A.E.G. LIVE NEVER GAVE ANY MONEY TO
3 DR. MURRAY, EVER. THAT'S THE EVIDENCE.

4 NOW, THAT SAID, EVEN IF -- AND THIS IS A LITTLE
5 WRINKLE. EVEN IF THERE HAD BEEN A CONTRACT -- THIS IS
6 THE FIRST PART. THE SECOND PART I'M GOING TO SAY THERE
7 WAS NO CONTRACT -- EVEN IF SOME CONTRACT BETWEEN A.E.G.
8 LIVE AND DR. MURRAY HAD BEEN COMPLETED -- LET'S JUST SAY
9 IT HAD, EVEN THOUGH IT WASN'T, LET'S JUST SAY THERE WAS
10 SOME, SOME CONTRACT. I DON'T THINK WHAT IT WOULD BE.
11 THERE'S SO MANY THEORIES THAT THEY'VE THROWN; OKAY? SAY
12 THAT HAPPENED. IT STILL WOULD HAVE BEEN MR. JACKSON
13 THAT WAS PAYING DR. MURRAY, REMEMBER? HE WAS GOING TO
14 BE ENGAGED AT MR. JACKSON'S REQUEST AND AT HIS EXPENSE.
15 THIS IS ONE OF THE DRAFT CONTRACTS THAT WENT BACK AND
16 FORTH BETWEEN DR. MURRAY AND A.E.G. LIVE'S OUTSIDE
17 LAWYER, KATHY JORRIE.

18 NOW, THIS IS EXHIBIT 343 (INDICATING). I'LL
19 SAY THAT AGAIN. 343. IT'S ONE OF THE DRAFTS. AND AS
20 YOU REMEMBER, WHENEVER WE COULD, WE WOULD SHOW IT TO
21 SOMEBODY ON CROSS WHEN THEY WEREN'T SHOWN. AND EACH OF
22 THESE DRAFTS, EVERY ONE OF THEM, HAD A SIGNATURE BLOCK
23 FOR MICHAEL JACKSON, LIKE THE ONE HERE ON PAGE 6 OF
24 EXHIBIT 343 (INDICATING).

25 NOW, AS YOU REMEMBER, EACH ONE SAID, LET ME
26 QUOTE IT, "THE UNDERSIGNED, MICHAEL JACKSON, HEREBY
27 CONFIRMS THAT HE" -- "HE" IS MICHAEL JACKSON -- "HE HAS
28 REQUESTED PRODUCER TO ENGAGE DR. MURRAY" -- HE REQUESTED

1 IT -- "ON THE TERMS SET FORTH HEREIN ON BEHALF OF AND AT
2 THE EXPENSE OF THE UNDERSIGNED." WHO IS THE
3 UNDERSIGNED? MICHAEL JACKSON.

4 SO IF THERE HAD BEEN A COMPLETE AGREEMENT, IF
5 THERE WAS ANY AGREEMENT, IT WOULD HAVE BEEN ON BEHALF OF
6 MICHAEL JACKSON. IT WOULD HAVE BEEN AT THE EXPENSE OF
7 MICHAEL JACKSON. DR. MURRAY'S PAYMENT WOULD HAVE COME
8 OUT OF MR. JACKSON'S MONEY. HIS PORTION.

9 ALL A.E.G. LIVE WAS EVER GOING TO DO WAS LOAN
10 IT TO MR. JACKSON. TO LOAN THAT MONEY. AND THEY WERE
11 ONLY GOING TO DO THAT IF DR. MURRAY ENDED UP COMING ON
12 THE TOUR. JUST LIKE THEY DID FOR HIS HOUSE, JUST LIKE
13 THEY DID FOR HIS ART. REMEMBER THE ART, AND THEY WERE
14 PAYING FOR IT? THAT'S BECAUSE HE WAS HALF A BILLION
15 DOLLARS IN DEBT. THAT'S WHY HE WENT TO A.E.G. LIVE.
16 THEY WERE GOING TO ADVANCE HIM THE MONIES BECAUSE NO ONE
17 ELSE WOULD ANYMORE. REMEMBER? THEY SHUT OFF THE CREDIT
18 CARDS. REMEMBER THAT? HE COULDN'T GET THE ADVANCE OR
19 THE INCREASE.

20 MR. JACKSON WAS ALSO GOING TO BE TAKING
21 RESPONSIBILITY FOR DR. MURRAY. NOW, YOU SAW THE
22 CONTRACT BETWEEN MICHAEL JACKSON AND A.E.G. LIVE FOR THE
23 TOUR. NOT THESE DRAFTS, BUT THE ONE BETWEEN MICHAEL
24 JACKSON AND A.E.G. LIVE. THAT'S EXHIBIT 66. THAT'S THE
25 ACTUAL AGREEMENT THEY HAD.

26 AND THIS IS A CONTRACT FOR THE SHOWS THAT WERE
27 GOING TO BE IN LONDON. WELL, THAT CONTRACT GAVE
28 MR. JACKSON THE RIGHT TO BRING A TOUR PARTY TO LONDON

1 WITH HIM. THAT'S WHAT HE WAS ALLOWED TO DO. IT WAS HIS
2 TOUR, AND THAT'S NOT UNUSUAL. ARTISTS OFTEN WANT TO
3 BRING THEIR PERSONAL ENTOURAGE WITH THEM ON TOURS. BUT
4 THE ARTISTS ARE RESPONSIBLE FOR CHOOSING THOSE PEOPLE,
5 AND THEY'RE RESPONSIBLE FOR WHAT THOSE PEOPLE DO, AND
6 THIS WAS NO DIFFERENT.

7 LET'S LOOK AT PARAGRAPH 15.2 OF THE TOUR
8 AGREEMENT. IT'S ON PAGE 11 OF EXHIBIT 66. THE TOUR
9 AGREEMENT SAYS THAT MR. JACKSON IS RESPONSIBLE FOR THE
10 PEOPLE HE SELECTS AND BRINGS.

11 "ARTISTCO AND ARTIST" --

12 THAT'S MR. JACKSON AND HIS COMPANY --

13 "SHALL DEFEND, INDEMNIFY AND HOLD

14 PROMOTER" -- THAT'S A.E.G. LIVE --

15 "HARMLESS FOR ANY THIRD-PARTY CLAIMS

16 ARISING OUT OF OR RELATING TO THE

17 NEGLIGENCE OR WRONGFUL ACTS OR

18 OMISSIONS OF THE TOUR PARTY."

19 TAKES RESPONSIBILITY. HE HAD TO. THEY'RE HIS
20 CHOICES. HE CAN BRING WHO HE WANTS, BUT IF THE PEOPLE
21 HE BRINGS ACT NEGLIGENTLY, THE BUCK STOPS WITH HIM.

22 NOW, YESTERDAY PLAINTIFFS TRIED TO ARGUE
23 OTHERWISE. THEY TRIED TO SAY THE DRAFT AGREEMENTS THAT
24 PROVIDES THAT A.E.G. LIVE WAS GOING TO BE CONTROLLING
25 DR. MURRAY'S ACTIONS IN SOME WAY, BUT THIS IS ONE OF
26 THOSE PLACES WHERE PLAINTIFFS DIDN'T TELL YOU THE WHOLE
27 STORY.

28 KATHY JORRIE ON CROSS TOLD YOU IT WAS NEVER THE

1 INTENT OF ANYONE AT A.E.G. LIVE TO CONTROL DR. MURRAY'S
2 TREATMENT OF MR. JACKSON, AND YOU CAN SEE THAT FROM THE
3 EVIDENCE IN THIS CASE. BECAUSE DURING NEGOTIATIONS,
4 DR. MURRAY CALLED MS. JORRIE AND ASKED HER TO CHANGE THE
5 CONTRACT TO MAKE IT CRYSTAL CLEAR HE REPORTED ONLY TO
6 MR. JACKSON, NOT A.E.G. LIVE.

7 REMEMBER THAT TESTIMONY? HE SAID IT. HE GOT A
8 DRAFT AND SAID, "NO, NO, NO, NO, NO. YOU HAVE TO CHANGE
9 THIS. I DON'T ANSWER TO YOU; I ANSWER TO MY CLIENT. I
10 ANSWER TO MY PATIENT." I ANSWER TO MICHAEL JACKSON, THE
11 ONE WHO'S HIRING ME, AND SHE MADE THE CHANGES
12 IMMEDIATELY, AND YOU SAW IT. SHE CHANGED THE LANGUAGE
13 BECAUSE DR. MURRAY AND A.E.G. LIVE BOTH UNDERSTOOD THAT
14 DR. MURRAY WAS WORKING FOR MICHAEL JACKSON, NOT A.E.G.
15 LIVE.

16 AND REMEMBER, UNDER THE AGREEMENT THAT
17 MS. JORRIE WAS DRAFTING, IT WAS MR. JACKSON, NOT A.E.G.
18 LIVE, WHO HAD THE RIGHT TO FIRE DR. MURRAY. A.E.G.'S
19 COUNSEL COULD CANCEL THE AGREEMENT, BUT ONLY UNDER
20 CERTAIN CONDITIONS. IF YOU LOOK AT IT, THERE ARE
21 CONDITIONS IN WHICH THEY CAN SAY, "OKAY, WE DON'T HAVE
22 TO ADVANCE THIS MONEY ANYMORE." LIKE DR. MURRAY HAVING
23 INSURANCE, OR THE TOUR NOT GOING FORWARD. IF THOSE
24 WEREN'T MET, THEN, YEAH, THEY DIDN'T HAVE TO ADVANCE
25 THAT MONEY ANYMORE.

26 BUT MR. JACKSON IS THE ONLY ONE -- LOOK AT
27 IT -- THAT COULD FIRE DR. MURRAY AT ANY TIME FOR ANY
28 REASON, BECAUSE THAT'S WHAT YOU DO WITH A

1 PATIENT/CLIENT -- PATIENT/DOCTOR RELATIONSHIP. THAT'S
2 WHAT YOU DO. YOU HAVE THE RIGHT TO FIRE THEM AT ANY
3 TIME IF YOU WANT.

4 NOW, THE EVIDENCE IS OVERWHELMING THAT THE ONLY
5 PERSON THAT EVER HIRED DR. MURRAY IS MICHAEL JACKSON.
6 SO THAT IS THE FIRST REASON I BELIEVE YOU HAVE TO ANSWER
7 "NO," OKAY, TO QUESTION 1 ON THE VERDICT FORM. ALL THAT
8 EVIDENCE. SO "NO." AND I THINK IT'S CLEAR WHO HIRED
9 HIM. PUT DOWN "NO," IT'S OVER.

10 BUT I TOLD YOU THERE'S A SECOND REASON. AND
11 THERE'S A SECOND REASON TO PUT "NO" THERE, AND THAT'S
12 BECAUSE A.E.G. LIVE NEVER HAD AN AGREEMENT WITH
13 DR. MURRAY. AN AGREEMENT TO HIRE HIM OR FOR ANYTHING
14 ELSE.

15 THE ONLY THING A.E.G. LIVE WAS EVER GOING TO DO
16 WITH REGARD TO DR. MURRAY WAS TO ADVANCE HIS SALARY ON
17 MR. JACKSON'S BEHALF WITH MR. JACKSON ULTIMATELY PAYING
18 FOR IT. BUT EVEN THAT NEVER HAPPENED.

19 AS MR. PANISH SAID YESTERDAY, PLAINTIFFS ARE
20 CLAIMING A.E.G. LIVE HIRED DR. MURRAY THROUGH A WRITTEN
21 CONTRACT OR AN ORAL CONTRACT OR A CONTRACT IMPLIED BY
22 THE PARTIES. PLAINTIFFS HAVEN'T PROVED ANY OF THOSE
23 THINGS. THAT'S BECAUSE THEY CAN'T. THEY CAN'T PROVE
24 THAT ANY SUCH CONTRACT EVER EXISTED, AND IT'S THEIR
25 BURDEN. REMEMBER THAT. IT'S THEIR BURDEN TO PROVE
26 THAT. IF THERE'S NO CONTRACT, THERE CERTAINLY WAS NO
27 HIRING. AND WE JUST GAVE YOU WHAT IS REQUIRED FOR A
28 CONTRACT, WHATEVER TYPE.

1 IN DECIDING WHETHER THERE'S A CONTRACT, YOU
2 HAVE TO SHOW YOURSELF -- I'M SORRY -- YOU HAVE TO ASK
3 YOURSELF, UNDER THE CIRCUMSTANCES, WHETHER A REASONABLE
4 PERSON WOULD CONCLUDE, BASED ON THE WORDS AND CONDUCT OF
5 EACH PARTY, THAT THERE WAS A CONTRACT. THAT'S WHAT YOU
6 LOOK AT.

7 GOING FURTHER, AND THIS IS IMPORTANT, QUOTE,
8 "YOU MAY NOT CONSIDER THE PARTY'S HIDDEN INTENTIONS,"
9 END QUOTE. IN OTHER WORDS, YOU'RE LOOKING AT WHAT THE
10 PARTIES ACTUALLY SAID, WHAT THEY ACTUALLY DID WITH EACH
11 OTHER. EACH PARTY HAS TO KNOW. NOT WHAT ONE PARTY DID.
12 "OH, THEY DID THAT, SO THEREFORE THERE MUST BE A
13 CONTRACT BETWEEN THESE TWO." OH, NO, NO. YOU HAVE TO
14 LOOK AT EACH, BECAUSE NOTHING HIDDEN WORKS HERE.

15 AND WHAT DID A.E.G. LIVE SAY AND DO THAT
16 DR. MURRAY ACTUALLY KNEW ABOUT, AND WHAT DID DR. MURRAY
17 SAY AND DO THAT A.E.G. LIVE ACTUALLY KNEW ABOUT?

18 AND THE JUDGE TOLD YOU, IT IS PLAINTIFFS'
19 BURDEN TO PROVE TO YOU THAT DR. MURRAY AND A.E.G. LIVE
20 AGREED TO BE BOUND WITHOUT A SIGNED WRITTEN AGREEMENT.
21 THAT'S THE INSTRUCTION; ALL RIGHT? REMEMBER THAT. IT'S
22 PLAINTIFFS' BURDEN TO PROVE TO YOU THAT DR. MURRAY AND
23 A.E.G. LIVE AGREED TO BE BOUND WITHOUT A WRITTEN
24 CONTRACT.

25 PLAINTIFFS NEVER PROVED THAT BECAUSE THEY
26 ABSOLUTELY CANNOT. BOTH A.E.G. LIVE AND DR. MURRAY
27 UNDERSTOOD THERE WOULD NEVER BE A CONTRACT UNTIL
28 MR. JACKSON SIGNED AS WELL. THAT IS WHAT THEY AGREED

1 TO. THAT'S THE END OF THE STORY.

2 HOW DO WE KNOW THAT? WELL, IT WAS IN THE DRAFT
3 AGREEMENTS EXCHANGED BETWEEN DR. MURRAY AND A.E.G. LIVE.
4 IT WAS IN EVERY SINGLE DRAFT AGREEMENT. AND IT WAS IN
5 EVERY SINGLE ONE FOR A REASON.

6 LET'S FOCUS ON PARAGRAPH 9. THAT'S -- AND I'M
7 GOING TO DO THIS IN THE LAST ONE, THE LAST DRAFT, THE
8 ONE THAT DR. MURRAY ACTUALLY SIGNED ON THE 24TH. AGAIN,
9 THIS IS EXHIBIT 343, IN CASE YOU WANT TO GO BACK AND
10 LOOK AT IT.

11 AND THIS PARAGRAPH IS VERY IMPORTANT, SO LET'S
12 LOOK AT IT CLOSELY. IT MAKES CLEAR THAT THE EFFECT OF
13 THE AGREEMENT IS CONDITIONED UPON THE APPROVAL AND
14 CONSENT OF THE ARTIST, MICHAEL JACKSON. UNLESS
15 MR. JACKSON SIGNS OFF IN WRITING, THERE IS NO CONTRACT.
16 THERE IS NO AGREEMENT BETWEEN THEM. DR. MURRAY HAS NO
17 RIGHTS OR OBLIGATIONS AS TO A.E.G. LIVE, AND A.E.G. LIVE
18 HAS NO RIGHTS OR OBLIGATIONS AS TO DR. MURRAY. WHAT
19 DOES THAT MEAN? NO ONE HAS TO DO OR NOT DO ANYTHING.
20 THERE'S NO CONTRACT. THERE'S NO AGREEMENT.

21 DR. MURRAY CAN STILL BE MICHAEL JACKSON'S
22 DOCTOR. HE HAD BEEN MICHAEL JACKSON'S DOCTOR, HE WAS
23 MICHAEL JACKSON'S DOCTOR, HE CAN CONTINUE TO BE MICHAEL
24 JACKSON'S DOCTOR. THIS HAS NO IMPACT ON THAT. BUT
25 A.E.G. LIVE WOULDN'T BE INVOLVED IN ANY WAY, ANY SHAPE,
26 ANY FORM, UNLESS MR. JACKSON SIGNED. WITHOUT THAT
27 SIGNATURE, THERE'S SIMPLY NO AGREEMENT WITH A.E.G. LIVE.
28 NOT A WRITTEN CONTRACT, NOT AN ORAL CONTRACT, NOT A

1 CONTRACT IMPLIED BY THE CONDUCT OF THE PARTIES. NO KIND
2 OF CONTRACT. IT DOESN'T GET, REALLY, A LOT CLEARER THAN
3 THIS. PARAGRAPH 9, SIGNATURE AT THE BOTTOM, I THINK IT
4 TELLS YOU WHAT YOU NEED TO KNOW.

5 AND YOU'VE HEARD HOW SPECIAL PARAGRAPH 9 IS.
6 IT WAS ONLY IN DR. MURRAY'S DRAFT AGREEMENT. IT WASN'T
7 IN ANY OTHER INDEPENDENT CONTRACTOR AGREEMENT ON THE
8 TOUR. THEY TOLD YOU THAT. NOT IN KENNY ORTEGA'S, NOT
9 IN KAREN FAYE'S, AND THAT WAS BECAUSE THIS AGREEMENT WAS
10 GOING TO BE UNIQUE.

11 WHEN PEOPLE SAY, "NO, I'VE NEVER SEEN ONE LIKE
12 THIS," "I'VE NEVER SEEN AN AGREEMENT LIKE THIS," THAT'S
13 RIGHT. THIS WAS DIFFERENT, AND IT WAS INTENDED TO BE
14 DIFFERENT, BECAUSE MR. JACKSON HAD DECIDED TO BRING
15 ALONG HIS LONG-TIME DOCTOR. HE WANTED TO BRING HIM ON
16 TOUR, BUT HE WANTED A.E.G. LIVE TO FRONT THE MONEY.
17 THAT'S THE REASON A.E.G. LIVE EVEN SPOKE TO DR. MURRAY.
18 WHY WOULD THEY HAVE EVER SPOKEN TO HIM OTHERWISE?
19 MICHAEL JACKSON ASKED THEM TO.

20 BUT THE ONLY WAY A.E.G. LIVE WOULD AGREE TO DO
21 THAT, TO ASSUME THOSE PAYMENTS FOR THAT DEAL MR. JACKSON
22 HAD ALREADY HAD WITH HIS LONG-TIME DOCTOR, THE ONLY WAY
23 WAS IF MR. JACKSON ALSO SIGNED ON THAT ARRANGEMENT IN
24 WRITING.

25 PARAGRAPH 9 ADDRESSED THE IDEA THAT YOU HEARD
26 DR. GREEN, THE EXPERT, TESTIFY ABOUT. HE SAID IT'S A
27 FUNDAMENTAL RIGHT FOR A PERSON TO CHOOSE THEIR OWN
28 DOCTOR. AND THAT ALL STEMS FROM THE PERSONAL AND

1 PRIVATE NATURE OF A DOCTOR/PATIENT RELATIONSHIP.

2 NOW, YOU RECALL MR. TRELL, HERE EVERY DAY, WHO
3 TESTIFIED ABOUT THE IMPORTANCE OF THIS CONDITION IN
4 PARAGRAPH 9. HE TESTIFIED THAT PARAGRAPH 9 WAS ADDED,
5 QUOTE, "BECAUSE OF THE PERSONAL REQUEST HERE FROM
6 MICHAEL JACKSON FOR HIS PARTICULAR ENGAGEMENT OF HIS
7 PERSONAL PHYSICIAN," END QUOTE. THIS WAS SO UNIQUE,
8 MR. TRELL TESTIFIED, THAT IT WAS NOT IN ANY OTHER
9 INDEPENDENT CONTRACTOR AGREEMENT HE'S EVER SEEN IN HIS
10 YEARS AT A.E.G. LIVE. WHEN PEOPLE SAY THEY HAVEN'T SEEN
11 SOMETHING LIKE THAT, IT'S ABOUT THIS.

12 PARAGRAPH 9 WAS A ROAD BLOCK. THEY MADE SURE
13 THAT NO CONTRACT OF ANY SORT WAS EVER COMPLETED WITHOUT
14 MICHAEL JACKSON'S AGREEMENT AND SIGNATURE. AND WHY IS
15 THAT SO IMPORTANT? BECAUSE IT WAS MICHAEL JACKSON'S
16 CONTRACT, AND HE HAD TO AGREE TO IT. HE WAS THE ONE WHO
17 HIRED DR. MURRAY. HE WAS THE ONE BRINGING HIS OWN
18 PERSONAL PHYSICIAN ON TOUR WITH HIM.

19 EVEN THOUGH A.E.G. LIVE WOULD BE ADVANCING THE
20 MONIES, AND THEY WOULD HAVE, IT WAS MR. JACKSON WHO
21 WOULD BE PAYING HIM. MR. JACKSON HAD TO BE ON BOARD
22 WITH EVERY TERM OF THE CONTRACT OR THERE WAS NO
23 CONTRACT.

24 IT'S EASY TO SEE -- EXCUSE ME -- IT'S EASY TO
25 SAY WE KNEW THAT MR. JACKSON WANTED THE CONTRACT; THAT
26 HE WAS THE ONE WHO DEMANDED DR. MURRAY, AND HE WAS THE
27 ONE WHO AUTHORIZED THE PAYMENT OF THE 150,000, BUT THE
28 CONTRACT IS MORE COMPLICATED THAN JUST THAT. THERE WERE

1 MANY MORE DETAILS INVOLVED, AND MR. JACKSON HAD TO
2 APPROVE ALL OF THEM.

3 MR. JACKSON COULD HAVE DECIDED HE WASN'T GOING
4 TO TAKE DR. MURRAY ON TOUR. STILL HAD A COUPLE WEEKS,
5 DIDN'T KNOW WHAT HE WAS GOING TO DECIDE. AS YOU SAW,
6 THERE WERE MANY TIMES WHEN MR. JACKSON SUDDENLY SAID, "I
7 DON'T WANT TO WORK WITH THEM ANYMORE."

8 HE COULD HAVE DECIDED TO NOT AGREE WITH ANY
9 PART OF THE AGREEMENT. HE COULD HAVE ASKED FOR
10 ADDITIONAL CHANGES OR CORRECTIONS TO IT. HIS PEOPLE MAY
11 HAVE BEEN UNHAPPY WITH SOME OF THE WORDING OF IT. AND
12 I'LL TALK ABOUT IT FOR A SECOND.

13 MR. PANISH MADE A BIG DEAL ABOUT THE FACT THAT
14 MR. JACKSON'S PEOPLE HAD NOT YET REVIEWED THE CONTRACT,
15 BUT, OBVIOUSLY, THEY WOULD HAVE HAD TO HAVE REVIEWED IT.

16 YOU HEARD MS. JORRIE'S TESTIMONY. THEY WANTED
17 TO GET IT AS CLOSE TO DONE AS POSSIBLE BEFORE PRESENTING
18 IT TO MR. JACKSON AND HIS MANAGEMENT.

19 AND YOU SAW THE DECLARATION OF MR. JACKSON'S
20 MANAGER. YOU SAW IT. HIS DECLARATION, NOT SOMEBODY
21 TALKING ABOUT WHAT HE SAID. HIS DECLARATION. THAT WAS
22 HIS MANAGER, MR. DILEO, AND HE SAID HE KNEW ALL ABOUT
23 THE DRAFT DR. MURRAY AGREEMENTS. SO YOU CAN'T SAY THEY
24 DIDN'T KNOW. THEY KNEW. YES, THEY HADN'T REVIEWED THE
25 DRAFTS YET, BECAUSE THEY WERE GETTING THEM IN SHAPE
26 ENOUGH SO THEY COULD HAVE A COMMENT. WHAT DID
27 DR. MURRAY WANT? WHAT DID A.E.G. LIVE EXPECT TO DO?
28 YOU GET IT THERE, AND THEN THEY GET TO LOOK AT IT.

1 MR. PANISH SAID YESTERDAY NOBODY COULD PROVE
2 MR. DILEO KNEW ABOUT DR. MURRAY BECAUSE MR. DILEO WAS
3 DEAD. YES, HE IS. HE DIDN'T TESTIFY. AND, YES, IT'S
4 TRUE, SOME PEOPLE TALKED ABOUT WHAT HE SAID. BUT THE
5 EVIDENCE OF THIS IS IN HIS SWORN DECLARATION, NOT
6 SOMEONE ELSE'S. IT WASN'T A SECRET, AND IT WASN'T --
7 AND IT WAS GOING TO BE SENT TO MR. JACKSON AND HIS
8 PEOPLE, BECAUSE HE HAD TO SIGN IT BEFORE THERE WAS AN
9 AGREEMENT.

10 NOW, MR. JACKSON'S SIGNING WAS REQUIRED,
11 BECAUSE THAT WAS THE ONLY WAY THAT EVERYONE COULD BE
12 SURE THAT MR. JACKSON WAS AGREEING TO THIS. THAT'S WHY
13 THERE COULDN'T BE AN AGREEMENT WITHOUT MR. JACKSON
14 SIGNING IT. NOT BECAUSE A.E.G. LIVE WAS IN CONTROL OF
15 DR. MURRAY. IF THEY WERE IN CONTROL OF DR. MURRAY, WHY
16 WOULD THEY NEED MR. JACKSON'S SIGNATURE ON IT? BECAUSE
17 MR. JACKSON WAS.

18 NOW, PLAINTIFFS WANT TO DRIVE RIGHT AROUND THIS
19 ROAD BLOCK, AND THEY WANT TO PRETEND IT DOESN'T MATTER.
20 DID YOU HEAR ABOUT IT YESTERDAY? THAT'S WHY THEY TELL
21 YOU THERE WERE THREE DIFFERENT KINDS OF CONTRACTS, MAYBE
22 JUNE 6TH -- I'M SORRY -- MAYBE MAY 6TH, MAYBE
23 JUNE 16, MAYBE JUNE 24TH, WHATEVER. THEY'RE SENDING ALL
24 THOSE CARS AT THAT ROAD BLOCK, AND THEY'RE HOPING ONE OF
25 THEM GETS THROUGH. MAYBE ONE OF YOU WILL SAY, "OH,
26 MAYBE THAT WORKS."

27 PARAGRAPH 9 WAS IN EVERY DRAFT SENT BETWEEN
28 A.E.G. LIVE AND DR. MURRAY. ALL THREE OF THEM.

1 DR. MURRAY MADE A LOT OF IMPORTANT CHANGES TO THE FIRST
2 TWO DRAFTS, BUT HE NEVER CHANGED PARAGRAPH 9. HE DID
3 MAKE OTHER CHANGES. YOU SAW THAT. KATHY JORRIE
4 TESTIFIED ABOUT IT. BUT HE NEVER CHANGED THIS. HE
5 NEVER SAID, "THIS HAS TO BE TAKEN OUT." AND HE DIDN'T
6 CHANGE IT BECAUSE HE AGREED WITH IT. HE KNEW THERE WAS
7 NO CONTRACT WITHOUT MR. JACKSON'S SIGNATURE. HE KNEW
8 WHO HIRED HIM. HE WASN'T GOING ON TOUR UNLESS MR.
9 JACKSON DECIDED TO TAKE HIM.

10 OKAY. HERE'S THE SCENARIO: MR. JACKSON SAID
11 HE DOESN'T WANT HIM. SO WE'RE GOING TO TAKE HIM? OF
12 COURSE NOT. HE WASN'T GOING ON TOUR UNLESS MR. JACKSON
13 DECIDED THAT.

14 IN FACT, ON JUNE 24TH, 2009, HE SIGNED THAT
15 AGREEMENT. BY SIGNING IT, HE'S SHOWING THAT HE AGREED
16 TO PARAGRAPH 9. THAT IS AN ACTION THAT HE TOOK THAT
17 SHOWED YOU THAT THERE IS NOT GOING TO BE A CONTRACT
18 UNLESS AND UNTIL MR. JACKSON SIGNS. HE AGREED WITH
19 THAT. AND, AGAIN, LOOK AT IT. IT'S EXHIBIT 343.

20 NOW, THIS MEANS THERE'S NO CONTRACT. NO
21 WRITTEN CONTRACT, NO ORAL CONTRACT, AND NO CONTRACT
22 IMPLIED BY THE CONDUCT OF THE PARTIES. THAT WAS THE
23 CONDUCT OF THE PARTIES.

24 PLAINTIFFS ARE TRYING TO GET AROUND THAT ROAD
25 BLOCK, SO THEY TRY TO CLAIM THERE WAS AN ORAL CONTRACT
26 INSTEAD. THAT DOESN'T FLY, EITHER. REMEMBER, IT'S
27 PLAINTIFFS' BURDEN TO PROVE THE PARTIES AGREED TO BE
28 BOUND WITHOUT A WRITTEN AGREEMENT. THAT'S THEIR BURDEN.

1 IF DR. MURRAY HAD AN ORAL AGREEMENT WITH A.E.G.
2 LIVE, HE NEVER WOULD HAVE SIGNED A DOCUMENT SAYING HE
3 HAD NO CONTRACT WITHOUT MR. JACKSON'S SIGNATURE. HE
4 WOULD HAVE SAID, "NO, THAT'S NOT RIGHT. WE ALREADY HAVE
5 A CONTRACT." BUT HE DIDN'T DO THAT. BECAUSE HE KNEW
6 THERE WAS NO CONTRACT UNLESS MICHAEL JACKSON SIGNED.

7 THE COURT: MR. PUTNAM, FIVE MINUTES BEFORE THE
8 BREAK.

9 MR. PUTNAM: OH, I'M GOING TO GET IN TROUBLE.
10 YOU HEARD MR. PANISH ARGUE -- THANK YOU, YOUR
11 HONOR.

12 YOU HEARD MR. PANISH ARGUE THAT A CONTRACT WAS
13 CREATED ON MAY 6TH, 2009. THAT'S THE DATE HE GAVE YOU,
14 MAY 6TH. HE SAID IT WAS CREATED SIMPLY BECAUSE PAUL
15 GONGAWARE CALLED DR. MURRAY, AT MICHAEL JACKSON'S
16 DIRECTION, AND SAID THAT MR. JACKSON WAS WILLING TO
17 OFFER 150,000 PER MONTH. YOU REMEMBER. "DONE AT 150K
18 PER MJ." THEY SAT AND SAID THAT'S WHY THERE WAS A
19 CONTRACT AS OF MAY 6TH.

20 BUT THE EVIDENCE SHOWS A CONTRACT WASN'T
21 CREATED THAT DAY, BECAUSE THE ONLY TERM THAT WAS AGREED
22 TO THAT DAY WAS DR. MURRAY'S SALARY. LOTS OF OTHER
23 IMPORTANT TERMS, LIKE HOW LONG DR. MURRAY WOULD WORK
24 FOR, OR WHO WOULD BE RESPONSIBLE FOR THINGS LIKE
25 AIRFARE, INSURANCE, THEY WEREN'T EVEN DISCUSSED ON THAT
26 CALL. THAT'S WHY MR. GONGAWARE CONTACTED TIMM WOOLLEY.
27 REMEMBER THAT?

28 RIGHT AFTER THAT CALL, HE CONTACTED TIMM

1 WOOLLEY, THE TOUR FINANCE MANAGER, AND MR. GONGAWARE
2 ASKED HIM TO CALL DR. MURRAY. WHY? BECAUSE THERE
3 WASN'T A CONTRACT YET. BOTH SIDES NEEDED MORE
4 INFORMATION.

5 MORE IMPORTANTLY, THEY NEEDED MR. JACKSON'S
6 WRITTEN APPROVAL. MR. WOOLLEY KNEW THAT, TOO. YOU
7 HEARD HIS TESTIMONY THAT HE DIDN'T THINK THERE WAS EVER
8 A CONTRACT WITH DR. MURRAY.

9
10 (A VIDEO CLIP OF MR. WOOLLEY WAS PLAYED.)

11
12 MR. PUTNAM: I'M NOT ASKING THOSE QUESTIONS;
13 THEY ARE.

14 WHAT ABOUT MR. WOOLLEY'S BACK-AND-FORTH
15 E-MAILS? THE ONES WITH DR. MURRAY. DID THEY CREATE A
16 CONTRACT? AGAIN, THE EVIDENCE SHOWS THE OPPOSITE.

17 JUST LOOK AT MR. WOOLLEY'S FIRST E-MAIL TO
18 DR. MURRAY. THIS IS EXHIBIT 177.

19 AND I'LL FINISH RIGHT AFTER THIS ONE, YOUR
20 HONOR.

21 THIS E-MAIL IS A SUMMARY OF MR. WOOLLEY'S FIRST
22 AND ONLY CALL WITH DR. MURRAY. HIS FIRST AND ONLY CALL.
23 LET'S LOOK AT THE LAST SENTENCE. MR. WOOLLEY SAYS
24 THERE, QUOTE, "LOTS TO CONSIDER," END QUOTE. HE SAYS,
25 QUOTE, "HAPPY TO CONTINUE THE DISCUSSION," END QUOTE.
26 IF THERE WAS A CONTRACT, THERE WOULDN'T BE LOTS TO
27 CONSIDER NOR WOULD YOU NEED FURTHER DISCUSSION.

28 AND THE SUBSEQUENT E-MAILS WE'RE GOING TO TALK

1 ABOUT AFTER THE BREAK MAKES THAT REALLY CLEAR. IF THERE
2 WAS A CONTRACT ON MAY 6TH, HE WOULDN'T BE SAYING THIS TO
3 HIM ON MAY 8TH.

4 MR. PUTNAM: THANK YOU, YOUR HONOR.

5 THE COURT: OKAY. THANK YOU. LET'S TAKE A
6 BREAK. 15 MINUTES. LET'S COME BACK AT 11:30.

7 MR. PUTNAM: THANK YOU, YOUR HONOR.

8
9 (THE JURY EXITED THE COURTROOM AT 11:16 A.M.)

10
11 (A RECESS WAS TAKEN.)

12
13 (THE JURY ENTERED THE COURTROOM AT 11:38 A.M.)

14
15 THE COURT: KATHERINE JACKSON VERSUS A.E.G.
16 LIVE, BC 445597.

17 LET'S CONTINUE WITH CLOSING ARGUMENT.

18 MR. PUTNAM: THANK YOU, YOUR HONOR.

19 WHERE WE LEFT OFF WAS, THEY'RE SAYING THERE WAS
20 A CONTRACT ON MAY 6TH, YET ON MAY 8TH MR. WOOLLEY HAS
21 SENT AN E-MAIL AFTER HIS FIRST AND ONLY CALL WITH
22 DR. MURRAY, TALKS ABOUT "HAPPY TO CONTINUE THE
23 DISCUSSION," "LOTS TO CONSIDER." I'LL SHOW YOU THE NEXT
24 E-MAIL, WHICH MAKES IT EVEN CLEARER THERE WAS NO
25 AGREEMENT BETWEEN THE PARTIES.

26 WHAT DID HE SAY THERE? HE SAID THEY WOULD,
27 QUOTE, "TAKE THE NEXT STEP OF DISCUSSING A CONTRACT,"
28 END QUOTE. "THE NEXT STEP." YOU DON'T TAKE THE NEXT

1 STEP OF DISCUSSING A CONTRACT IF YOU ALREADY HAVE ONE.
2 THAT'S ON MAY 14TH AND 15TH; OKAY? THIS IS NEARLY TWO
3 WEEKS AFTER THEY SAY THERE WAS ALREADY AN AGREEMENT.

4 DR. MURRAY UNDERSTOOD THERE WAS NO CONTRACT,
5 TOO. LOOK AT HIS RESPONSE. HIS RESPONSE TO
6 MR. WOOLLEY, HE ASKS FOR A DRAFT CONTRACT TO SHOW HIS
7 LAWYER BEFORE HE SIGNS. HE WANTS TO HAVE HIS LAWYER
8 TAKE A LOOK TO DECIDE IF HE SHOULD AGREE TO IT. SHOULD
9 HE AGREE TO IT. IF HE ALREADY AGREED TO SOMETHING TWO
10 WEEKS PRIOR, HE WOULDN'T HAVE TO DO THAT. HE KNOWS
11 THERE'S NO CONTRACT YET.

12 MR. PANISH LIKED TO ZOOM IN ON THE PART OF THIS
13 E-MAIL WHERE DR. MURRAY SAYS, QUOTE, "MY SERVICES ARE
14 FULLY ENGAGED." BUT HE IGNORES THE MOST IMPORTANT PART:
15 WHO DR. MURRAY'S SERVICES WERE ENGAGED WITH. AND THIS
16 E-MAIL EXCHANGE IS EXHIBIT 191. IF YOU DON'T LOOK AT
17 ALL OF THEM, 191. AND YOU CAN SEE THE WHOLE CHAIN, NOT
18 JUST PART OF IT, WHILE YOU'RE DELIBERATING.

19 DR. MURRAY SAYS HIS SERVICES ARE ENGAGED WITH
20 HIS CLIENT. HIS CLIENT OF THE LAST THREE YEARS,
21 MR. JACKSON. NOT WITH A.E.G. LIVE. HIS OWN LONG-TERM
22 PATIENT AND CLIENT WITH WHOM HE IS WORKING. MR. JACKSON
23 HAD HIRED HIM.

24 NOW, MR. PANISH TRIED TO TELL YOU YESTERDAY
25 THAT DR. MURRAY'S CLIENT WAS A.E.G. LIVE. GO LOOK AT
26 THE CHAIN, AND YOU DECIDE WHAT IT MEANS.

27 NOW, MR. PANISH ALSO ALLEGED TO MAKE A BIG DEAL
28 ABOUT THE FACT THAT DR. MURRAY ASKED A.E.G. LIVE FOR A

1 SALARY ADVANCE AROUND THE SAME TIME PERIOD. HE LIKED TO
2 SHOW YOU THAT E-MAIL MANY TIMES DURING TRIAL, SHOWED IT
3 AGAIN YESTERDAY.

4 BUT, AGAIN, PLAINTIFFS AREN'T TELLING YOU THE
5 WHOLE STORY, AND THAT'S SOMETHING I WANT YOU TO
6 REMEMBER, THAT YOU NEED THE WHOLE STORY, NOT JUST WHEN
7 SOMEONE GIVES YOU LITTLE SNIPPETS OF STUFF. LOOK AT THE
8 WHOLE CONTEXT, WHAT IT MEANT, NOT WHAT SOMEONE ELSE
9 CHARACTERIZES IT AS.

10 AND WHAT'S THE OTHER HALF OF THE STORY? HOW
11 A.E.G. LIVE RESPONDED TO DR. MURRAY'S REQUEST FOR A
12 SALARY ADVANCE. WHAT DID THEY DO IN RESPONSE? HE
13 DIDN'T SHOW YOU THAT.

14 A.E.G. LIVE SAID, "NO, YOU'RE NOT GETTING PAID
15 UNLESS THERE'S A WRITTEN CONTRACT, AND EVERYBODY HAS
16 SIGNED IT." BUT PLAINTIFFS DIDN'T SHOW YOU THAT.
17 REMEMBER IN TRIAL, WE HAD TO DO IT IN CROSS? WHAT WAS
18 THE RESPONSE?

19 LET'S LOOK AT EXACTLY WHAT MR. WOOLLEY SAID IN
20 RESPONSE TO DR. MURRAY'S RESPONSE FOR MONEY. THIS IS
21 EXHIBIT 232 AT PAGE 1.

22 SAYS, QUOTE, "A.E.G. POLICIES DICTATE PAYMENTS
23 CAN ONLY BE MADE UNDER A FULLY-EXECUTED AGREEMENT," END
24 QUOTE. THIS IS MAY 28TH. "EXECUTED" MEANS SIGNED.
25 FULLY EXECUTED, JUST ANOTHER WAY OF SAYING SIGNED BY
26 EVERYBODY. IF THERE'S NO SIGNED CONTRACT BY EVERYBODY,
27 THEN THERE'S NO AGREEMENT, AND NO PAYMENT. THAT'S
28 MAY 28TH. THEY SAY THERE'S A CONTRACT ON MAY 6TH. IT'S

1 SIMPLE. MICHAEL JACKSON HAD TO SIGN IT OR THERE WAS NO
2 CONTRACT.

3 DR. MURRAY UNDERSTOOD THIS. HE DIDN'T ARGUE
4 WITH MR. WOOLLEY. THERE'S NO RESPONSE WHERE HE SAYS,
5 "NO, NO, NO, NO. I'VE BEEN WORKING FOR YOU ALL FOR A
6 MONTH. YOU GOT TO PAY ME. I CAN'T WAIT UNTIL YOU HAVE
7 A CONTRACT READY." YOU DON'T SEE THAT BECAUSE THEY
8 DIDN'T HAVE A CONTRACT, AND HE WAS WAITING TO SEE IF HE
9 WOULD BE PAID BY THEM, AND THAT DIDN'T HAPPEN, AND HE
10 NEVER ASKED ANYONE FROM A.E.G. LIVE FOR MONEY EVER
11 AGAIN.

12 OKAY. WHAT ABOUT KATHY JORRIE? DID SHE TELL
13 DR. MURRAY THERE WOULD BE A CONTRACT WITHOUT MR.
14 JACKSON'S SIGNATURE? AGAIN, THE ANSWER IS "NO."
15 REMEMBER, DR. MURRAY WANTED TO SEE A DRAFT CONTRACT
16 BEFORE HE SIGNED ANYTHING THAT WOULD BIND HIM, AND MS.
17 JORRIE SENT HIM THE FIRST DRAFT ON JUNE 16TH, 2009.

18 NOW, THEY SAY THERE WAS A CONTRACT, WHAT, SIX,
19 SEVEN WEEKS PRIOR? JUNE 16TH, 2009. AND THEN IT WENT
20 BACK AND FORTH THROUGH THREE DRAFTS, EACH CONTAINING
21 PARAGRAPH 9. AND HE MADE MANY COMMENTS AND CHANGES, BUT
22 NOT TO PARAGRAPH 9.

23 AND AS MS. JORRIE TESTIFIED, SHE TOLD
24 DR. MURRAY THE SAME THING WHEN SHE TALKED TO HIM ON THE
25 PHONE; THAT THERE WOULD BE NO ORAL AGREEMENT. THE ONLY
26 AGREEMENT WAS IF IT WAS SIGNED BY MR. JACKSON.

27 LET'S LOOK AT THE THIRD DIFFERENT THEORY
28 PLAINTIFFS CAME UP WITH: CONTRACT BASED ON THE CONDUCT

1 OF THE PARTIES. NO WRITTEN, NO ORAL. SO THEY'RE SAYING
2 MAYBE CONDUCT, THE WAY THEY ACTED.

3 NOW LET'S LOOK AT YOUR JURY INSTRUCTIONS ON
4 THAT. PRETTY BASIC. YOU LOOK AT "WHETHER THE CONDUCT
5 OF THE PARTIES SHOWED THEY HAD A CLEAR," CLEAR, "AND
6 INTENTIONAL AGREEMENT."

7 YOU CAN'T HAVE AN AGREEMENT WITH SOMEBODY BY
8 CHANCE; RIGHT? YOU HAVE TO HAVE AN AGREEMENT BECAUSE
9 THAT'S WHAT THE PARTIES INTENDED. IT HAS TO BE CLEAR
10 AND INTENTIONAL. AND, AGAIN, PARAGRAPH 9 IS A ROAD
11 BLOCK TO THAT BECAUSE OF DR. MURRAY'S CONDUCT. HIS
12 CONDUCT, REMEMBER?

13 YOU LOOK AT THE CONDUCT 12 HOURS BEFORE
14 MR. JACKSON DIED. AND WHAT WAS HIS CONDUCT? HE SIGNED,
15 SAYING THERE'S NO CONTRACT WITHOUT MR. JACKSON'S
16 SIGNATURE, AND THEN HE FAXED IT TO A.E.G. LIVE. THERE'S
17 NO WAY TO INTERPRET THAT CONDUCT AS ANYTHING OTHER THAN
18 DR. MURRAY KNOWING HE NEEDED A WRITTEN AGREEMENT, AND IT
19 HAD TO BE SIGNED BY MR. JACKSON.

20 NOW, WHAT ABOUT THE FACT THAT DR. MURRAY WAS
21 TREATING MR. JACKSON? IS THAT THE CONDUCT THAT MEANS
22 THERE WAS AN AGREEMENT? DOES THAT MEAN THERE WAS SOME,
23 YOU KNOW, CONDUCT THAT YOU CAN INTERPRET SOMEHOW AS AN
24 AGREEMENT BETWEEN THE PARTIES? NO.

25 THE CONDUCT HAS TO BE SOMETHING THAT EACH SIDE
26 KNOWS THE OTHER WOULD INTERPRET AS A CONTRACT. THAT'S
27 WHAT THE INSTRUCTION SAYS. MR. JACKSON TOLD PAUL
28 GONGAWARE, RANDY PHILLIPS, TRAVIS PAYNE, KENNY ORTEGA,

1 THAT DR. MURRAY WAS HIS DOCTOR. THAT'S WHAT MICHAEL
2 JACKSON SAID. HE HAD TREATED THE JACKSON FAMILY FOR
3 YEARS. DR. MURRAY TOLD PAUL GONGAWARE, TIMM WOOLLEY,
4 AND KATHY JORRIE THE SAME THING. NOTHING ABOUT
5 DR. MURRAY CONTINUING TO TREAT. HE HAD BEEN TREATING
6 HIM FOR YEARS; HE WAS STILL TREATING. THERE WAS NOTHING
7 ABOUT THIS THAT WOULD SIGNAL TO A.E.G. LIVE, OH, WAIT,
8 HE THINKS HE'S WORKING FOR US NOW, ESPECIALLY WHEN
9 A.E.G. LIVE TOLD DR. MURRAY OVER AND OVER AGAIN THAT NO
10 CONTRACT WOULD EXIST, NO AGREEMENT, UNLESS EVERYONE
11 SIGNED OFF ON THE AGREEMENT. UNLESS MR. JACKSON SAID,
12 "YES." HE HAD TO SIGN IT.

13 AND BY THE WAY, MR. PANISH SAID OVER AND OVER
14 AGAIN YESTERDAY THAT DR. MURRAY STARTED THE SERVICES ON
15 MAY 6TH. THAT'S JUST NOT TRUE.

16 REMEMBER WHAT MS. CHASE SAID? DR. MURRAY WAS
17 ALREADY WORKING AT MR. JACKSON'S HOUSE AT LEAST TWO TO
18 THREE TIMES A WEEK IN APRIL, AND WE KNOW SHE'S NOT WRONG
19 ABOUT THAT DATE BECAUSE SHE WASN'T WORKING AT
20 MR. JACKSON'S HOUSE IN MAY. REMEMBER? SHE WAS FIRED.
21 SHE WASN'T THERE IN MAY. SO SHE SAID WHEN SHE STARTED
22 WORKING, HE WAS ALREADY WORKING THERE, SO IT HAD TO BE
23 IN APRIL. THERE WAS EVIDENCE THAT DR. MURRAY WAS
24 ALREADY TREATING THE JACKSON FAMILY IN CALIFORNIA IN
25 JANUARY OF 2009.

26 SO WE TALKED ABOUT MOST OF THE CONDUCT BETWEEN
27 A.E.G. LIVE AND DR. MURRAY. SO WHAT'S LEFT? WELL,
28 THERE WERE TIMES WHEN A.E.G. LIVE STAFF ATTENDED

1 MEETINGS WITH MR. JACKSON WHERE HIS DOCTOR WAS PRESENT.
2 IT HAPPENED IN JUNE 2009. AND THERE WAS ONE CALL, ONE,
3 WHERE DR. MURRAY CALLED RANDY PHILLIPS. LET'S BE CLEAR
4 ABOUT THAT BECAUSE THEY SOMETIMES SAY IT WAS THE OTHER
5 WAY AROUND. IT'S WHERE DR. MURRAY CALLED RANDY
6 PHILLIPS. JUST ONE CALL.

7 PLAINTIFFS SAY THESE SHOW THAT DR. MURRAY WAS
8 HIRED BY A.E.G. LIVE. THOSE ACTIONS SHOWED THAT. IT
9 DOESN'T ADD UP. HAVING A MEETING WITH SOMEONE DOESN'T
10 MEAN YOU HIRED THEM, I PROMISE YOU.

11 WHAT ABOUT DR. MURRAY HAVING MR. ORTEGA'S CELL
12 PHONE NUMBER, OR GETTING INVOLVED IN MR. JACKSON'S
13 REHEARSAL SCHEDULE? THAT DOESN'T PROVE HE WAS HIRED BY
14 A.E.G. LIVE. MR. JACKSON'S PERSONAL ASSISTANT ALSO GOT
15 INVOLVED WITH MR. JACKSON'S REHEARSAL SCHEDULE AND HAD
16 PEOPLE'S TELEPHONE NUMBERS. SO DID HIS MANAGER. THAT
17 DOESN'T MAKE THEM HIRED BY A.E.G. LIVE.

18 SO NOW WE'VE TALKED ABOUT ALL THE CONDUCT
19 BETWEEN A.E.G. LIVE AND DR. MURRAY, AND ALL OF IT SHOWS
20 THAT THERE WAS NO AGREEMENT BETWEEN THEM. THERE WAS NO
21 CONTRACT.

22 SO HOW DO PLAINTIFFS GET AROUND THAT? THEY
23 FOCUS ON ACTIONS AND WORDS BY ONE PARTY THAT THE OTHER
24 DIDN'T KNOW ABOUT. THOSE HIDDEN THINGS, YOU CAN'T LOOK
25 AT. REMEMBER, WHAT YOU'RE LOOKING FOR IS WHAT THE
26 PARTIES COMMUNICATED TO EACH OTHER. HIDDEN INTENTIONS
27 MAY NOT BE CONSIDERED. YOU CAN'T WALK AROUND TELLING
28 EVERYBODY YOU HAVE A CONTRACT WITH ME, BUT I DON'T KNOW

1 THAT, AND THEREFORE THERE IS ONE.

2 BUT PLAINTIFFS ARE TELLING YOU TO FOCUS ON
3 THINGS THAT DR. MURRAY NEVER KNEW ABOUT. THEY'RE
4 TELLING YOU TO FOCUS ON CONDUCT THAT CANNOT CREATE A
5 CONTRACT. PERFECT EXAMPLE OF THIS IS MR. PHILLIPS'S
6 STATEMENT THAT WE HIRED HIM AFTER MR. JACKSON PASSED.

7 PLAINTIFFS TOLD YOU OVER AND OVER AGAIN THIS
8 MEANS THERE WAS A CONTRACT. THAT MEANS THERE WAS AN
9 AGREEMENT. HOW IS THAT POSSIBLE? MR. PHILLIPS'S
10 STATEMENT AFTER MR. JACKSON'S DEATH DOESN'T CREATE A
11 CONTRACT BEFORE MICHAEL JACKSON'S DEATH. YOU HAVE TO
12 LOOK AT WHAT THE PARTIES UNDERSTOOD AT THE TIME, WHAT
13 ACTUALLY HAPPENED.

14 LOOK AT WHAT HAPPENED. LOOK AT THE EVIDENCE OF
15 WHAT HAPPENED. AND THERE IS NO EVIDENCE THAT
16 MR. PHILLIPS EVER DISCUSSED HIRING DR. MURRAY WITH
17 DR. MURRAY. YOU HAVE NO EVIDENCE OF THAT AT ALL. THAT
18 WASN'T CONDUCT THAT DR. MURRAY EVER SAW BEFORE
19 MR. JACKSON'S PASSING. THAT MEANS IT WASN'T CONDUCT
20 THAT COULD HAVE CREATED A CONTRACT.

21 PLAINTIFFS ALSO ARGUED THAT MR. GONGAWARE'S
22 E-MAIL TO KENNY ORTEGA ON JUNE 14TH, 2009, THAT THAT
23 CREATED A CONTRACT. YOU REMEMBER THE E-MAIL. YOU'VE
24 SEEN IT ALMOST EVERY DAY OF THIS TRIAL. THEY'LL ASK
25 ANYONE ABOUT IT. REMEMBER, ONLY CONDUCT BETWEEN A.E.G.
26 LIVE AND DR. MURRAY CAN CREATE A CONTRACT. IT HAS TO BE
27 CONDUCT BETWEEN THEM. THIS E-MAIL IS BETWEEN MR. ORTEGA
28 AND MR. GONGAWARE.

1 THERE'S NO EVIDENCE MR. GONGAWARE EVER TOLD
2 THIS TO DR. MURRAY. IN FACT, THE ONLY EVIDENCE AT THIS
3 TRIAL, THE ONLY EVIDENCE, IS THAT MR. GONGAWARE -- IS
4 MR. GONGAWARE'S TESTIMONY ON IT, AND HE SAID HE NEVER
5 HAD THAT CONVERSATION WITH DR. MURRAY.

6 YOU HAVE TO LOOK AT THE ACTUAL EVIDENCE OF THE
7 CASE, AND PLAINTIFFS HAVEN'T SHOWN YOU A SINGLE PIECE OF
8 EVIDENCE THAT MR. GONGAWARE EVER SPOKE TO DR. MURRAY
9 ABOUT WHO WAS PAYING HIS SALARY OTHER THAN IN MAY WHEN
10 HE TOLD HIM THAT MICHAEL JACKSON WAS OFFERING 150,000
11 PER MONTH.

12 WHATEVER MR. GONGAWARE WAS THINKING ABOUT WHEN
13 HE WROTE HIS E-MAIL, YOU CAN'T CONSIDER HIS HIDDEN
14 INTENTIONS. IF HE NEVER SAID THAT TO DR. MURRAY, IT'S
15 NOT EVIDENCE OF A CONTRACT, PERIOD. END OF STORY.

16 NOW, MR. PANISH HAS TRIED TO ATTACK
17 MR. GONGAWARE, MOCKING HIS MEMORY, SAYING HE DOESN'T
18 REMEMBER ANYTHING, DID THAT WHOLE BRADY BUNCH THING.
19 THAT'S JUST NOT TRUE.

20 MR. GONGAWARE REMEMBERED ALL THE MEETINGS HE
21 HAD. HE REMEMBERED THE MEETINGS WITH DR. MURRAY AND ALL
22 THE CONVERSATIONS HE HAD. HE NEVER DIDN'T REMEMBER
23 THOSE. AND HE TESTIFIED ABOUT ALL OF THOSE AT
24 DR. MURRAY'S CRIMINAL TRIAL, AT HIS DEPOSITION, AND HERE
25 IN THIS TRIAL, AND HE DID SO CONSISTENTLY. BECAUSE
26 MR. GONGAWARE REMEMBERS MEETINGS, HE REMEMBERS EVENTS
27 THAT OCCURRED, PLACES THAT HE GOES AND TALKS TO SOMEONE.
28 HE REMEMBERS WHAT HAPPENS.

1 WHAT DID MR. GONGAWARE NOT REMEMBER? THINK
2 ABOUT THIS. NOT WHAT HE TELLS YOU HE DIDN'T REMEMBER.
3 IT'S FUN TO MAKE FUN OF MR. GONGAWARE. LOOK AT WHAT
4 ACTUALLY HAPPENED. HE DIDN'T REMEMBER SPECIFIC E-MAILS.
5 HE DIDN'T DENY THEM, EVER. HE DIDN'T SAY, "I DIDN'T
6 WRITE THAT." HE GOES, "SHOW ME THE E-MAIL." "OH, I
7 DON'T REMEMBER THAT ONE." "I DON'T REMEMBER THE
8 E-MAIL."

9 BUT THEN THEY ASKED QUESTIONS ABOUT IT. WELL,
10 I REMEMBER THIS HAPPENING AND THIS HAPPENING AND THIS
11 HAPPENING. ALL HE WOULD SAY TRUTHFULLY IS, "I DON'T
12 REMEMBER THE E-MAIL."

13 AT THE TIME, IF YOU REMEMBER, HE STATED THAT HE
14 WAS GETTING HUNDREDS OF E-MAILS A DAY. REMEMBER, HE WAS
15 PRODUCING THE SHOW AT THAT MOMENT; OKAY? THEY'RE GOING
16 IN LESS THAN A MONTH TO LONDON, AND HE'S GETTING
17 HUNDREDS OF E-MAILS A DAY AND PRODUCING A SHOW; ALL
18 RIGHT? THERE WERE THOUSANDS IN THIS TIME PERIOD. AND
19 FOUR YEARS LATER, HE DIDN'T REMEMBER ALL OF THEM WORD
20 FOR WORD. AT THE TIME HE WROTE THESE E-MAILS, HE HAD NO
21 IDEA THAT THESE THOUSANDS OF E-MAILS WOULD BE PICKED
22 OVER BY MR. PANISH AND HIS ARMY OF LAWYERS SO THEY COULD
23 TEASE OUT ONE TO SAY THAT IT SAYS SOMETHING IT DOESN'T.

24 SO IT'S NO SURPRISE THAT HE CAN'T REMEMBER EACH
25 ONE. AND WHEN HE DIDN'T REMEMBER SOMETHING, YOU KNOW
26 WHAT HE DID? HE TOLD THE TRUTH. HE SAID, "I DON'T
27 REMEMBER THAT." AND THEN HE WENT AND EXPLAINED -- THEY
28 ASKED HIM THINGS IN IT. WHAT WAS GOING ON WITH THIS,

1 THAT OR THE OTHER AT THE TIME. HE WASN'T ONE OF THOSE
2 WITNESSES WHO GOT UP HERE AND SAID, "YOU KNOW WHAT HE
3 MUST HAVE BEEN SAYING? I'LL TELL YOU WHAT IT WAS." HE
4 DIDN'T PRETEND HE KNEW SOMETHING HE DIDN'T. HE WAS
5 SAYING, "I DON'T REMEMBER THAT," BUT THEN THEY WOULD ASK
6 HIM QUESTIONS, AND HE WOULD EXPLAIN WHAT HE REMEMBERED.

7 THAT'S WHAT TELLING THE TRUTH IS. NOT WHAT YOU
8 THINK OCCURRED; WHAT YOU REMEMBER OCCURRED. WHEN HE
9 DIDN'T REMEMBER SOMETHING, THAT'S WHAT HE WOULD SAY, "I
10 DON'T REMEMBER." HE DIDN'T MAKE UP AN ANSWER, EVEN WHEN
11 IT WOULD HAVE BEEN MUCH BETTER FOR HIM TO DO SO.

12 MR. PANISH HAS DONE EVERYTHING HE CAN TO MAKE
13 YOU DOUBT MR. GONGAWARE'S CONSISTENT TESTIMONY ABOUT HIS
14 INTERACTIONS WITH DR. MURRAY. THAT'S THE FOCUS HERE.
15 IT'S YOUR JOB, NOT MR. PANISH'S, TO ASSESS
16 MR. GONGAWARE'S CREDIBILITY. AND I ASK YOU TO REMEMBER
17 WHAT ACTUALLY HAPPENED, NOT HOW HE HAS PERSISTENTLY
18 CHARACTERIZED IT FOR FIVE MONTHS.

19 REMEMBER, A.E.G. LIVE DOESN'T HAVE TO PROVE
20 THERE WASN'T A CONTRACT HERE. THAT'S NOT OUR BURDEN.
21 THEY ARE SUING US. THEY HAVE TO PROVE THERE WAS A
22 CONTRACT. THEY HAVE TO PROVE THAT DR. MURRAY AND A.E.G.
23 LIVE AGREED TO BE BOUND WITHOUT A WRITTEN AGREEMENT, AND
24 THEY HAVEN'T DONE THAT.

25 AND REMEMBER, EVEN IF THIS AGREEMENT HAD BEEN
26 COMPLETED -- EVEN IF IT HAD BEEN COMPLETED, IT HAD BEEN
27 SIGNED BY MR. JACKSON, IT WAS STILL MR. JACKSON HIRING
28 HERE, NOT A.E.G. LIVE.

1 SO WHEN YOU GO LOOK AT VERDICT FORM 1, "DID
2 A.E.G. LIVE HIRE DR. CONRAD MURRAY," I THINK YOU HAVE A
3 MULTITUDE OF REASONS WHY THE ANSWER IS "NO," AND I THINK
4 THE BIGGEST PART OF THAT IS THE ACTUAL EVIDENCE. DID
5 THEY MEET THEIR BURDEN OF PROOF THAT IT WAS A.E.G. LIVE
6 THAT HIRED DR. CONRAD MURRAY? I THINK THAT ANSWER IS
7 "NO." AND IF YOU WRITE "NO," YOU TURN IN YOUR FORM, AND
8 THE JOB IS DONE.

9 NOW, AS I TOLD YOU, THAT'S ONLY THE FIRST
10 ELEMENT THEY HAVE TO PROVE. AND SO IF YOU SAID "YES,"
11 THEN WE HAVE TO GO ON TO THE NEXT ONE.

12 AND THE NEXT ONE IS ABOUT COMPETENCE AND
13 FITNESS. IF YOU GET TO THE NEXT QUESTION -- AND I
14 REALLY HOPE YOU DON'T -- THE NEXT THING PLAINTIFFS HAVE
15 TO PROVE IS THAT DR. MURRAY WAS NOT COMPETENT AND FIT
16 FOR THE JOB FOR WHICH HE WAS HIRED. REMEMBER THAT PART.
17 WAS HE COMPETENT AND FIT FOR THE JOB FOR WHICH HE WAS
18 HIRED?

19 THIS, TOO, IS SOMETHING THEY HAVEN'T PROVED,
20 BECAUSE THEY CAN'T. THEY KEEP TELLING YOU HE WASN'T FIT
21 AND COMPETENT FOR THE JOB MICHAEL JACKSON HIRED HIM FOR
22 THAT THEY DIDN'T KNOW ABOUT. BUT IF THEY'RE THE ONES
23 WHO HIRED HIM, HE WAS COMPETENT AND FIT FOR THAT JOB.

24 LOOK. NOBODY IS CLAIMING THAT DR. MURRAY ACTED
25 PROPERLY HERE. WE DON'T EVEN KNOW WHY. WE KNOW THAT HE
26 GAVE MR. JACKSON PROPOFOL FOR SLEEP AT HOME WITHOUT
27 PROPER EQUIPMENT AND MONITORING. HE WASN'T AN
28 ANESTHESIOLOGIST. BUT WHAT HE DID WAS FAR, FAR OUTSIDE

1 THE PLANNED JOB DESCRIPTION, AND SOMETHING NO ONE WOULD
2 EVER EXPECT A DOCTOR TO DO. YOU HEARD DOCTOR AFTER
3 DOCTOR REPEAT THAT. IF YOU'RE NOT AN ANESTHESIOLOGIST,
4 YOU'RE NOT GIVING PROPOFOL; IF YOU ARE AN
5 ANESTHESIOLOGIST, YOU'RE GIVING IT PROPERLY. WE HEARD
6 DOCTOR AFTER DOCTOR SAY THEY DIDN'T EVEN KNOW WHAT
7 PROPOFOL WAS.

8 SO IF YOU DECIDE IN VERDICT FORM 1 THAT A.E.G.
9 LIVE HIRED DR. MURRAY, THEN THE JOB FOR WHICH HE WAS
10 HIRED BY A.E.G. LIVE WAS MOST CERTAINLY NOT TO PROVIDE
11 MICHAEL JACKSON WITH PROPOFOL. IT WAS TO BE A GENERAL
12 PRACTITIONER.

13 NOW, LOOK AGAIN AT THE CONTRACT. LET'S SEE
14 WHAT THE JOB DESCRIPTION ACTUALLY SAYS.

15 AS FAR AS A.E.G. LIVE KNEW, DR. MURRAY WAS
16 MICHAEL JACKSON'S GENERAL PRACTITIONER, HIS FAMILY
17 DOCTOR, WHO TREATS YOU FOR COLDS AND FLU, DEHYDRATION,
18 ACHES, PAINS. HE WASN'T AN ANESTHESIOLOGIST.

19 IF MR. JACKSON HAD ASKED AN ANESTHESIOLOGIST TO
20 ADMINISTER ANESTHESIA ON TOUR, THAT WOULD BE A RED FLAG.
21 HE DIDN'T ASK FOR THAT. HE ASKED FOR HIS GENERAL DOCTOR
22 TO TREAT HIS GENERAL MEDICAL NEEDS.

23 DR. MURRAY'S PLANNED JOB DESCRIPTION WAS TO
24 CONTINUE AS MICHAEL JACKSON'S GENERAL DOCTOR. THAT'S
25 WHAT HE WAS TRAINED FOR AS AN INTERNIST. THAT'S WHAT HE
26 APPLIED FOR AND OBTAINED BOARD CERTIFICATION IN. THAT'S
27 WHAT EVEN PLAINTIFFS' EXPERT, DR. WOHLGELERNTER,
28 ADMITTED DR. MURRAY'S TRAINING MADE HIM FIT AND

1 COMPETENT TO DO. THEIR EXPERT ADMITTED THAT. THAT'S
2 WHAT HE DID IN FOUR STATES WITH NO HISTORY OF DISCIPLINE
3 AND NO MALPRACTICE. THERE WAS NO MALPRACTICE
4 COMPLAINTS. AND THAT'S WHAT HE SEEMS TO HAVE DONE
5 COMPETENTLY FOR MR. JACKSON, AND FOR HIS THREE CHILDREN,
6 FROM 2006 TO 2009.

7 NOW, LET'S NOT LOSE SIGHT OF THAT FACT.
8 EVERYONE TALKS ABOUT WHAT AN AMAZING DAD MR. JACKSON
9 WAS, AND WE'RE NOT SAYING HE WASN'T, BUT MR. JACKSON
10 THOUGHT ENOUGH OF DR. MURRAY TO LET HIM PROVIDE MEDICAL
11 TREATMENT TO HIS OWN CHILDREN. ONE OF THE REASONS HE
12 WAS BRINGING HIM TO LONDON, WE BELIEVED.

13 AND A.E.G. LIVE BELIEVED THAT THIS DOCTOR THAT
14 MICHAEL JACKSON SELECTED WAS COMPETENT AND ETHICAL.
15 NOTHING IN DR. MURRAY'S JOB DESCRIPTION, TREATING
16 GENERAL MEDICAL NEEDS, REMOTELY SUGGESTS THAT
17 DR. MURRAY, WHO WASN'T A TRAINED ANESTHESIOLOGIST, WOULD
18 BE ADMINISTERING A HOSPITAL-GRADE ANESTHETIC IN
19 MR. JACKSON'S BEDROOM BEHIND LOCKED DOORS AT NIGHT TO
20 HELP HIM SLEEP. NOTHING.

21 DR. MURRAY WENT WAY OUTSIDE THE SCOPE OF HIS
22 JOB DESCRIPTION WITH WHAT HE AND MR. JACKSON DECIDED TO
23 DO WITH PROPOFOL. HIS CONDUCT WAS SO BEYOND THE PALE
24 THAT HE WAS CONVICTED OF THE CRIME OF MANSLAUGHTER.

25 AND IF YOU BELIEVE DR. MURRAY'S JOB WAS TO
26 ADMINISTER PROPOFOL, THAT JUST SHOWS YOU EVEN MORE THAT
27 A.E.G. LIVE WASN'T THE ONE WHO HIRED HIM, BECAUSE A.E.G.
28 LIVE HAD NO IDEA, AND THE EVIDENCE PROVES THAT A.E.G.

1 LIVE HAD ABSOLUTELY NO IDEA THAT DR. MURRAY WAS
2 ADMINISTERING PROPOFOL TO MICHAEL JACKSON BEHIND HIS
3 LOCKED BEDROOM DOORS. SO IF YOU THINK ADMINISTERING
4 PROPOFOL WAS DR. MURRAY'S JOB, THEN YOU KNOW THAT WAS A
5 JOB THAT ONLY MR. JACKSON COULD HAVE HIRED HIM TO DO,
6 NOT A.E.G. LIVE.

7 EVERYBODY AGREES DR. MURRAY DID NOT TREAT
8 MR. JACKSON PROPERLY ON JUNE 25TH, 2009. THAT'S NOT THE
9 ISSUE. THE QUESTION YOU HAVE TO DECIDE IS WHETHER HE
10 WAS FIT AND COMPETENT FOR THE JOB FOR WHICH HE WAS GOING
11 TO BE HIRED. NOT THE SECRET JOB HE WAS DOING PRIVATELY
12 FOR MR. JACKSON BEHIND LOCKED DOORS AT NIGHT WITHOUT
13 A.E.G. LIVE'S KNOWLEDGE, AND CERTAINLY WITHOUT THEIR
14 INPUT.

15 SO THE ANSWER TO THE SECOND QUESTION, IF YOU
16 GET THERE, IS CLEARLY "NO." HE WAS NOT UNFIT OR
17 INCOMPETENT TO PERFORM THE WORK FOR WHICH HE WAS HIRED.
18 IF HE WAS HIRED BY A.E.G., IT WASN'T FOR PROPOFOL. IF
19 YOU ANSWERED "NO" HERE, THEN, AGAIN, YOU ENTER A VERDICT
20 IN FAVOR OF A.E.G., AND YOUR JOB IS DONE.

21 SOMEONE IS WAVING AT ME. ARE WE APPROACHING
22 12:00?

23 MR. PANISH: THREE MINUTES.

24 MR. PUTNAM: THE NEXT SECTION IS QUITE LARGE,
25 SO IF WE CAN STOP AT THIS POINT, YOUR HONOR.

26 THE COURT: OKAY. LET'S RETURN TO THE
27 COURTROOM AT 1:30.

28 ///

1 (THE JURY EXITED THE COURTROOM AT 12:00 P.M.)

2

3 (AT 12:00 P.M. THE LUNCH BREAK WAS TAKEN

4

UNTIL 1:30 P.M. OF THE SAME DAY.)

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

DEPARTMENT NO. 28 HON. YVETTE M. PALAZUELOS, JUDGE
KATHERINE JACKSON, INDIVIDUALLY)
AND AS THE GUARDIAN AD LITEM OF)
MICHAEL JOSEPH JACKSON, JR.,)
PARIS-MICHAEL KATHERINE JACKSON,)
AND PRINCE MICHAEL JACKSON II,)
)
PLAINTIFFS,)

VS.) NO. BC 445597
)

AEG LIVE, LLC; ANSCHUTZ)
ENTERTAINMENT GROUP, INC.; AEG)
LIVE PRODUCTIONS, LLC; BRANDON)
PHILLIPS (AKA RANDY PHILLIPS), AN)
INDIVIDUAL; PAUL GONGAWARE, AN)
INDIVIDUAL; TIMOTHY LEIWEKE, AN)
INDIVIDUAL; AND DOES 1 TO 100,)
INCLUSIVE,)
)
DEFENDANTS.)

I, LAURIE MILLER, CSR #6457, OFFICIAL REPORTER
PRO TEMPORE OF THE SUPERIOR COURT OF THE STATE OF
CALIFORNIA, FOR THE COUNTY OF LOS ANGELES, DO HEREBY
CERTIFY THAT THE FOREGOING PAGES, PAGES 17429 THROUGH
17485, COMPRISE A FULL, TRUE AND CORRECT TRANSCRIPT OF
THE PROCEEDINGS AND TESTIMONY TAKEN IN THE MATTER OF THE
ABOVE-ENTITLED CAUSE ON SEPTEMBER 25, 2013.

DATED THIS 25TH DAY OF SEPTEMBER, 2013.

_____, CSR #6457
LAURIE MILLER, COURT REPORTER