

# REDACTED AGREEMENT

## CONFIDENTIAL AGREEMENT AND MUTUAL GENERAL RELEASE

THIS CONFIDENTIAL AGREEMENT AND MUTUAL GENERAL RELEASE ("Confidential Settlement") is made and entered into, as of January \_\_, 1994, by and between MICHAEL JOSEPH JACKSON ("Jackson"), on the one hand, and [REDACTED] a minor child through his Guardian ad Litem [REDACTED], [REDACTED] and [REDACTED] on the other hand, (at times referred to collectively herein as the "Parties").



WITNESSETH:

WHEREAS, the Minor, through his Guardians ad Litem in the Action has made claims against Jackson as alleged in the complaint in the action entitled [REDACTED] Plaintiff v. Michael Jackson, Defendant, Superior Court of the State of California for the County of Los Angeles, Case No. SC 026226 (hereinafter the "Action"). Such claims include claims for bodily injuries resulting from negligence;

WHEREAS, [REDACTED] has made claims against Jackson for bodily injuries resulting from negligent infliction of emotional distress;

WHEREAS, [REDACTED] has made claims against Jackson for bodily injuries resulting from negligent infliction of emotional distress;

Jackson or any of the Jackson Releasees up through the date of this Confidential Settlement.

c. "[REDACTED] Releasees" refer to the Minor, [REDACTED], [REDACTED], and each of their respective current and former agents, attorneys, representatives, employees, and investigators, and their respective heirs, spouses, administrators, executors, guardians, conservators, successors, assigns, and any companies or corporations owned or controlled by the [REDACTED] or any of them.

d. "Confidential Settlement" refers to this written agreement and each and all of the provisions hereof, collectively and separately.

e. "Guardian ad Litem" refers to [REDACTED]

f. "Jackson" refers to Michael Joseph Jackson, a party to this Confidential Settlement and a defendant in the Action.

g. "Jackson Releasees" refer to Jackson and Jackson's current and former agents, attorneys, investigators, representatives, and employees, and his heirs, administrators, executors, conservators, successors, assigns and Related Companies (and owners, subsidiaries, affiliates, agents, shareholders, directors, officers, employees, former employees, representatives, and stockholders of such Related Companies).



h. "Legal Guardians" refer to the parents of the Minor,

██████████ and ██████████.

i. "Minor" refers to ██████████, a minor child and a party to this Confidential Settlement and the plaintiff through his Guardians Ad Litem.

j. "Related Companies" refers to A Child's Heart

Foundation; A Child's Heart Foundation Admin, Inc.;  
ATV Music Limited; Breakaway Songs Limited; Comet Music; Desert  
Songs Limited; Encino Productions, Inc.; Experiment in Sound; Heal  
L.A.; Heal L.A. Foundation; Heal L.A. Foundation Administration,  
Inc.; Heal the World; Heal the World Foundation; Heal the World  
Foundation Administration, Inc.; Jackson-Strong Alliance, Inc.;  
Lawrence Wright Music Co.; Lenmac Music; Michael Jackson, an  
individual; Michael Jackson d/b/a MIJAC Music; Michael Jackson  
d/b/a Miran International; Michael J. Jackson d/b/a Neverland  
Valley Ranch; MJJ Artistic, Inc.; MJJ Productions, Inc.;  
MJJ Productions d/b/a Miran Publishing; MJJ Ventures, Inc.;  
Mystical Light Music; Nation Comics; Nation Productions, Inc.;  
Nation Records; Neverland Ranch; Neverland Zoo Foundation; Northern  
Songs Limited; Optimum Productions, Inc.; Rhymeglen Music; Smooth  
Pictures, Inc.; Triumph International (Las Vegas Museum); Triumph  
International, Inc.; TTC Touring Corp; Ultimate Productions;  
Welbeck Music, and any other corporations or foundations owned or  
controlled by Jackson.

k. "Settlement Payment" refers to the financial consideration to be paid pursuant to this Confidential Settlement by Jackson in accordance with the provisions of paragraph J hereinbelow.

2. This Confidential Settlement shall not be construed as an admission by Jackson that he has acted wrongfully with respect to the Minor, [REDACTED] or [REDACTED], or any other person or at all, or that the Minor, [REDACTED] or [REDACTED] have any rights whatsoever against Jackson. Jackson specifically disclaims any liability to, and denies any wrongful acts against, the Minor, [REDACTED] or [REDACTED] or any other persons. The Parties acknowledge that Jackson is a public figure and that his name, image and likeness have commercial value and are an important element of his earning capacity. The Parties acknowledge that Jackson claims that he has elected to settle the claims in the Action in view of the impact the Action has had and could have in the future on his earnings and potential income.

### 3. Settlement Payment

*[Editor's note: The terms of the settlement payment was not disclosed. Please note this section and the next eight redacted pages pertaining to settlement payment were subsequently omitted for the readers' convenience.]*



e. Upon court approval of this Confidential Settlement, Jackson will execute and deliver to the Minor's attorneys of record confessions of judgment, in forms to be approved by the attorneys of record for the Minor prior to execution of this Confidential Settlement, in the total amount of \$15,331,250, to be held in trust by the Minor's attorneys of record with no copies to be made or provided to any other person. In addition to any other legal or equitable remedies available for breach of this paragraph 3, the Minor's attorneys of record are authorized to file, enter and execute upon such judgment only to the extent of any breach by Jackson of his payment obligations under this paragraph 3. To the extent any part of the amount set forth in the confession of judgment has been paid by Jackson prior to the filing of the confession of judgment, the judgment creditor under the confession of judgment shall file a satisfaction of judgment to the extent the debt has been paid. Any failure by Jackson to make any of the payments provided in paragraph 3 when due shall be deemed a Material Breach of this Confidential Settlement.

f. Jackson's obligation to make the Settlement Payment as provided in this paragraph when due is absolute; notwithstanding any claimed or actual breach of the Confidential Settlement and notwithstanding any other claims that Jackson may assert or have against any party to this Confidential Settlement or their attorneys or respective agents, media representatives, partners, heirs, administrators, executors, conservators, successors, and

assigns, or anyone else, Jackson shall not withhold any portion of the Settlement Payment.

g. The Parties recognize that the Settlement Payment set forth in this paragraph 3 are in settlement of claims by [REDACTED], [REDACTED], [REDACTED] and [REDACTED] for alleged compensatory damages for alleged personal injuries arising out of claims of negligence and not for claims of intentional or wrongful acts of sexual molestation.

4. The Settlement Payment shall constitute full and complete satisfaction and settlement of any and all claims by the Minor, [REDACTED] or [REDACTED], and each of them individually and collectively, against Jackson or any of the Jackson Releasees.

5. Dismissal of the Action

The Action shall be dismissed, with prejudice, in accordance with the following schedule:

a. Forthwith upon the signing of this Confidential Settlement by the Parties hereto, the Minor, through his Guardians ad Litem in the Action and attorneys, shall dismiss, without prejudice, the first through sixth causes of action of the complaint on file in the Action, leaving only the seventh cause of action pending.



b. Upon (1) the full and complete payment of all Settlement Payments provided in paragraph 3.a.(6)(a); (2) the full and complete payment of all Settlement Payments provided in paragraph 3.b.(1); the full and complete payment of all Settlement Payments provided in paragraph 3.c.(1); the full and complete payment of all Settlement Payments provided in paragraph 3.d.(1); and (4) the earlier of (i) the full and complete payment of all Settlement Payments provided in paragraph 3.a.(1)-(4) above or (ii) agreement by Jackson to Qualified Assignments, accompanied by receipt by each assignee from Jackson of the Qualified Funding Asset Premiums by the QFAP Funding Dates, the Minor, through his Guardian ad Litem, shall dismiss the entire action with prejudice.

6. Release of Jackson and Jackson Releasees

The Minor, by and through his Guardian ad Litem, [REDACTED] and [REDACTED], and each of them individually and on behalf of each of their agents, heirs, administrators, executors, conservators, successors, assigns and anyone else who could make claims against Jackson by, through or on behalf of any one of them, hereby irrevocably and unconditionally release, acquit and forever discharge the Jackson Releasees, including Jackson, and Jackson's agents, attorneys, representatives, investigators (current and former), employees (current and former), heirs, administrators, executors, conservators, successors, assigns and Related Companies (and owners, subsidiaries, affiliates, agents, shareholders, directors, officers, employees, former employees, representatives,

and stockholders of such Related Companies), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, injuries, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses of any nature or kind whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, which they or any one of them individually now have, own, hold, or claim to have, claim to own, or claim to hold, or which they at any time heretofore had, owned, held or claimed to have, claimed to own, or claimed to hold, against Jackson or any of the Jackson Releasees, including, without limitation, all claims which were alleged or could have been alleged in the Action and the Claims; provided, however, that if any person released pursuant to this paragraph (other than Jackson) makes a claim against the [REDACTED], or any of them, or against any of the other releasors in this paragraph, then the release set forth in this paragraph shall be null and void as to the person making the claim.

7. Release of Minor, [REDACTED], [REDACTED] and [REDACTED] Releasees

Jackson, individually, and on behalf of his agents, heirs, administrators, executors, conservators, successors, assigns and Related Companies hereby irrevocably and unconditionally releases, acquits and forever discharges the [REDACTED] Releasees, including the Minor, [REDACTED], [REDACTED], and each of their agents, attorneys, representatives, employees (current and



former), investigators (current and former), heirs, spouses, administrators, executors, guardians, conservators, successors, assigns, and any companies or corporations owned or controlled by the [REDACTED] or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, injuries, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses of any nature or kind whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, which he now has, owns, holds, or claims to have, claims to own, or claims to hold, or which he at any time heretofore had, owned, held or claimed to have, claimed to own, or claimed to hold, against the Minor, [REDACTED], [REDACTED] or any of the [REDACTED] Releasees; provided, however, that if any person released pursuant to this paragraph (other than the [REDACTED] or any of them) makes a claim against Jackson or against any of the other releasors in this paragraph, then the release set forth in this paragraph shall be null and void as to the person making the claim.

8. The Parties expressly waive and relinquish any and all rights under California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which is known by him must have

materially affected his settlement with the debtor.

Accordingly, the releases herein shall remain in effect as a full and complete release of any and all claims otherwise exempted by Civil Code Section 1542, notwithstanding the discovery of the existence of any additional claims or facts relating thereto.

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9. The Minor, by and through his Guardian ad Litem, [REDACTED] and [REDACTED], and each of them individually and on behalf of their respective agents, attorneys, media representatives, partners, heirs, administrators, executors, conservators, successors and assigns, agree that they will not at any time in the future make any engagement, enter into any contract, agreement, commitment, understanding or other obligation, with any media, including, without limitation, any publishing, print, news, television, motion picture, cable, video, multimedia, software, recording, broadcast, radio or any other media, for purposes of or relating to the commercial exploitation by [REDACTED], [REDACTED], [REDACTED] or the Minor's attorneys of record in the Action of any story, documentary, docudrama, publication, magazine, tabloid, book, article, motion picture, television program or picture, "movie-of-the-week," serial, miniseries, recording, record, audiotape, compact disc, videotape, program, television or other public or private appearance, interview or broadcast, related to Jackson in any capacity, any recreation or likeness of Jackson or his image, Jackson's



relationship with the Minor or [REDACTED] or [REDACTED], the allegations made in the Action, any information revealed through discovery in the Action, or the Claims. In addition to any other legal or equitable remedy as may be available as a result of any breach of this paragraph, the Parties acknowledge that Jackson or his heirs, administrators, executors, conservators, successors and assigns, shall be entitled to recoup as recovery for unjust enrichment, or any other applicable cause of action, any sums as may be received by the breaching party as compensation for such commercial exploitation.

10. Jackson, individually, and on behalf of his agents, heirs, administrators, executors, conservators, successors, assigns and Related Companies hereby agrees that they will not at any time in the future make any engagement, enter into any contract, agreement, commitment, understanding or other obligation, with any media, including, without limitation, any publishing, print, news, television, motion picture, cable, video, multimedia, software, recording, broadcast, radio or any other media, for purposes of or relating to the commercial exploitation by Jackson or any Related Companies or his attorneys of record in the Action of any story, documentary, docudrama, publication, magazine, tabloid, book, article, motion picture, television program or picture, "movie-of-the-week," serial, miniseries, recording, record, audiotape, compact disc, videotape, program, television or other public or private appearance, interview or broadcast, related to the Minor or [REDACTED] or [REDACTED] in any capacity, any recreation or

likeness of the Minor or [REDACTED] or [REDACTED] or their image, Jackson's relationship with the Minor or [REDACTED] or [REDACTED], the allegations made in the Action, any information revealed through discovery in the Action, or the Claims. In addition to any other legal or equitable remedy as may be available as a result of any breach of this paragraph, the Parties acknowledge that the Minor or [REDACTED] or [REDACTED] or their respective heirs, administrators, executors, conservators, successors and assigns, shall be entitled to recoup as recovery for unjust enrichment, or any other applicable cause of action, any sums as may be received by the breaching party as compensation for such commercial exploitation.

11. a. The Minor, by and through his Guardian ad Litem, [REDACTED], [REDACTED], the Minor's attorneys of record in the Action and the Minor's legal representatives, and each of them individually and on behalf of their respective agents, attorneys, media representatives, partners, heirs, administrators, executors, conservators, successors and assigns, agree to keep the terms and conditions of this Confidential Settlement strictly confidential. Each of the aforementioned individuals agrees that they will not at any time disclose any information concerning the contents of this Confidential Settlement to anyone, including, without limitation any investigator (current or former), expert or consultant hired in connection with the Action, representative of any media, family members and friends; provided, however, that the Parties may make disclosures as may be necessary or required by law to tax advisors,



accountants, taxing authorities, insurers, or the consultant hired in connection with the Settlement Payment to the Minor as provided in paragraphs 3.a.(1)-(5) hereinabove.

b. The Minor, by and through his Guardian ad Litem, [REDACTED] and [REDACTED], and each of them individually and on behalf of their respective agents, attorneys, media representatives, partners, heirs, administrators, executors, conservators, successors and assigns, agree to make no further claims or statements in any public forum that accuse Jackson of any wrongful conduct whatsoever with regard to the Minor or any other person.

c. Jackson, Jackson's attorneys, and Jackson's legal representatives and agents, and each of them individually and on behalf of their respective agents, attorneys, media representatives, partners, heirs, administrators, executors, conservators, successors and assigns, agree to keep the terms and conditions of this Confidential Settlement strictly confidential. Each of the aforementioned individuals agrees that they will not at any time disclose any information concerning the contents of this Minor's Agreement to anyone, including, without limitation any investigator (current or former), expert or consultant hired in connection with the Action, representative of any media, family members and friends; provided, however, that the Parties may make disclosures as may be necessary or required by law to tax advisors, accountants, taxing authorities, insurers, or the consultant hired

in connection with the Settlement Payment to the Minor as provided in paragraphs 3.a.(1)-(5) hereinabove.

d. Jackson, Jackson's attorneys, and Jackson's legal representatives and agents, and each of them individually and on behalf of their respective agents, attorneys, media representatives, partners, heirs, administrators, executors, conservators, successors and assigns, agree to make no further claims or statements in any public forum that accuse the Minor, his attorneys of record in the Action, [REDACTED] or [REDACTED], or any of them, of any wrongful conduct whatsoever with regard to the Jackson or any other person.

e. The Parties to this Confidential Settlement, and each of them individually and on behalf of their respective agents, attorneys, media representatives, partners, heirs, administrators, executors, conservators, successors and assigns, shall not make any releases or voluntary statements to the press or media regarding this Confidential Settlement or the dismissal with prejudice of the Action, except as expressly agreed upon in writing by counsel for the Parties. Upon execution of this Confidential Settlement, the attorneys of record for the Parties shall make a joint statement as set forth in the attached Exhibit A hereto.

f. The Minor, by and through his Guardian ad Litem, and [REDACTED] and [REDACTED], and each of them individually and on behalf of their respective agents, attorneys, media



representatives, partners, heirs, administrators, executors, conservators, successors and assigns, agree not to cooperate with, represent, or provide any information, to any person or entity that initiates any civil claim or action which relates in any manner to the subject matter of the Action against Jackson or any of the Jackson Releasees, except as may be required by law.

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*The Investigation Channel*

g. In the event the Minor, the Minor's Legal Guardians, the Minor's Guardian ad Litem, the Minor's attorneys, [REDACTED] or [REDACTED], or any of them individually or on behalf of their respective agents, attorneys, media representatives, partners, heirs, administrators, executors, conservators, successors and assigns, receive any subpoena or request for information from any person or entity who has asserted, or is investigating, any claim against Jackson or the Jackson Releasees or the Action or the Claims, they agree to give notice in writing to Jackson's attorneys regarding the nature and scope of any such subpoena request for information, to the extent permitted by law. This notice shall be given before responding to the request in any manner other than objections or a refusal to respond and shall be given no later than five days following the receipt of the request.

h. The Parties, the Parties' attorneys, and the Minor's Guardian ad Litem, and each of them individually and on behalf of their respective agents, attorneys, media representatives, partners, heirs, administrators, executors, conservators, successors and assigns, acknowledge and agree that the terms of

this paragraph and all of its subparts are material and essential terms of this Confidential Settlement and a material inducement to Jackson to make the Confidential Settlement. Any breach of the provisions of this paragraph shall be deemed to be a Material Breach of this Confidential Settlement, and shall be subject to the arbitration provisions as set forth in paragraph i. hereinbelow.

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i. In the event any Party claim that any other Party has committed a Material Breach, as defined in subparagraph h. hereinabove or any breach of subparagraphs 11 a., c., or e. hereinabove, the Party claiming that such a breach has occurred will notify the Party claimed to have committed such breach as well as all other Parties and attorneys of record in writing within five days of the alleged breach. The Parties will attempt to resolve the dispute informally. If the Parties are unable to resolve the dispute informally within five business days of receipt of the written notice, then any party, within five business days thereafter, may submit the matter to arbitration before a three-judge panel of retired judges, by written notice to all other parties. The parties shall, by mutual agreement, select the three judges to hear the dispute from the register of neutrals maintained by JAMS. The [REDACTED], and each of them, understand, without agreeing to the merits of any such claim, without waiving any defenses thereto, and without conceding any appropriate remedy or measure of damage, that Jackson may contend in any such arbitration that he is entitled to recover as damages the Settlement Payment or part thereof paid in accordance with this Confidential Settlement.



j. The Parties acknowledge and agree that equitable relief, in addition to any other legally available remedy, shall be available to enjoin and restrain a breach of the obligations imposed by the provisions of this paragraph of the Confidential Settlement.

12. The Parties make the following representations and warranties to each other:

a. None of the Parties or their attorneys, individually and on behalf of their respective agents, attorneys, media representatives, partners, heirs, administrators, executors, conservators, successors and assigns, have made any engagements, entered into any contract, agreement, commitment, understanding or other obligation, with any media, including, without limitation, any publishing, print, news, television, motion picture, cable, video, multimedia, software, recording, broadcast, radio or any other media, for purposes of or relating to any commercial exploitation by any of the parties of any publication, magazine, tabloid, book, article, motion picture, television program or picture, "movie-of-the-week," serial, miniseries, recording, record, audio tape, compact disc, videotape, program, television or other public or private appearance, interview, or broadcast related to Jackson or the Jackson Releasees in any capacity, any recreation or any likeness of Jackson or his image, the Minor, [REDACTED] or [REDACTED] in any capacity or recreation or any likeness, the Minor's relationship with Jackson, the allegations made in the

Action, any information revealed through discovery in the Action, or the Claims.

b. All of the Parties to this Confidential Settlement have thoroughly discussed all aspects of Confidential Settlement with their attorneys or have had the opportunity to do so. They have read and fully understand all of the provisions of this Confidential Settlement and are entering into it voluntarily, of their own free will and without the undue influence of any person.

c. The Guardian ad Litem represents and warrants that he is authorized to enter into this Confidential Settlement on behalf of the Minor. [REDACTED] and [REDACTED], as the Minor's parents, represent and warrant that this Confidential Settlement is in the best interests of the Minor.

d. The Parties acknowledge that Jackson and Jackson's attorneys have not been notified of any liens or claims against the Settlement Payment made by any person or entity. The Minor, through the Minor's Guardian ad Litem and the Minor's attorneys represent and warrant that there are no such liens or claims against the Settlement Payment that could give rise to any liability on the part of Jackson, and the Minor, through the Minor's Legal Guardians, agree to indemnify and hold Jackson harmless against any such claims as may be made against Jackson to the extent they arise in the future.



e. The attorneys of record for all the Parties represent and warrant that they will use their best efforts to safeguard, secure and protect the discovery obtained in the Action from disclosure.

13. This Confidential Settlement shall be submitted to a court of competent jurisdiction to be duly approved as may be required by applicable law. This Confidential Settlement is subject to and conditioned upon such approval and shall not be binding upon the Parties until such approval. The Parties agree that any petition for court approval as contemplated hereunder shall be filed with the court under seal and all proceedings therein shall be sealed and kept strictly confidential by the Parties and their respective agents, attorneys, representatives, partners, heirs, administrators, executors, conservators, successors and assigns.

14. It is the intent of the Parties that this Confidential Settlement be enforceable and binding to the fullest extent possible.

15. This Confidential Settlement is the result of protracted, arms-length negotiation between the Parties, and through their counsel, each of whom has participated in the process. This Confidential Settlement shall be deemed to be drafted by all of the Parties hereto, so that the principle that ambiguities should be

be unenforceable, the other parts shall remain fully valid and enforceable.

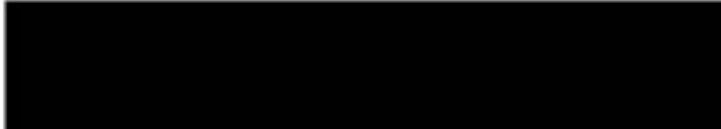
PLEASE READ CAREFULLY. THIS CONFIDENTIAL SETTLEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

DATED: January 15, 1994



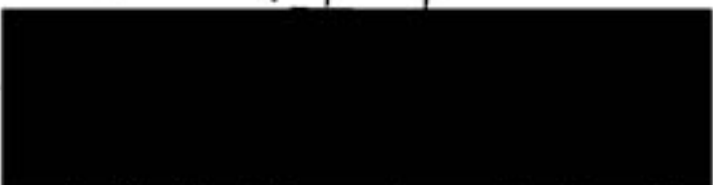
as the Guardian ad Litem of the Minor

DATED: January 25, 1994



individually and as the Legal Guardian of the Minor

DATED: January 26, 1994



individually and as the Legal Guardian of the Minor

DATED: January 27, 1994

FOGEL, FELDMAN, OSTROV, RINGLER & KLEVENS



By Larry R. Feldman

Larry R. Feldman  
Attorneys for the Minor



DATED: January 20, 1994

  
\_\_\_\_\_  
Michael Joseph Jackson

DATED: January 25, 1994

LAW OFFICES OF JOHNNIE L.  
COCHRAN, JR.

By   
\_\_\_\_\_  
Johnnie L. Cochran, Jr.  
Attorneys for Michael Joseph  
Jackson

DATED: January 25, 1994

KATTEN MUEHLIN LAVIS &  
WEITZMAN

By   
\_\_\_\_\_  
Richard L. Weitzman  
Attorneys for Michael Joseph  
Jackson

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