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6 Court-Appointed Counsel For
BRITNEY JEAN SPEARS, Conservatee

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10
11 In the Matter of the
Conservatorship of the Person
12 and Estate of

No. BP 108 870

13 CONSERVATEE'S OBJECTIONS TO:
14 PETITION FOR APPOINTMENT OF
PROBATE CONSERVATOR

15 BRITNEY JEAN SPEARS,

Assigned To:
Judge BRENDA J. PENNY
Department: 4
Hearing Date: 9/16/20
Time: 9:30 a.m.
Calendar #: 2001

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17
18 Conservatee.

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20 Conservatee, BRITNEY JEAN SPEARS ("BRITNEY" or
21 "Objector"¹), hereby objects to the "PETITION FOR APPOINTMENT OF
22 PROBATE CO-CONSERVATOR OF THE ESTATE" filed by JAMES P. SPEARS
23 ("JAMES") on August 19, 2020 ("the Wallet Appointment Petition") ob
24 the following grounds.

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28 ¹ For convenience, this pleading will refer to members of the
SPEARS family by their first names. No disrespect is intended.

1 1. **Introduction**

2 After denying for months that any structural change
3 to this conservatorship was necessary, an hour before the last
4 hearing JAMES suddenly reversed direction and conceded that a co-
5 conservator of the estate is needed after all. However, rather than
6 work collaboratively with BRITNEY to find the best candidate, JAMES
7 chose to work in direct opposition to her clear statement that she
8 "strongly prefers to have a qualified corporate fiduciary appointed
9 to serve in this role."² In unilaterally filing the Wallet Appoint-
10 ment Petition, JAMES selected a proposed conservator who for a
11 variety of reasons is uniquely unsuitable to fill that role here.
12 BRITNEY therefore objects to the Wallet Appointment Petition and
13 requests that it be denied.

14
15 2. **Appointment of Counsel**

16 By Order dated February 1, 2008, SAMUEL D. INGHAM
17 III was appointed by this Court to serve as counsel for BRITNEY in
18 this proceeding. He has not been discharged and continues to serve
19 in that capacity.

20
21 3. **The Wallet Appointment Petition**

22 The Wallet Appointment Petition seeks the reappoint-
23 ment of resigned conservator ANDREW M. WALLET as conservator of the
24 estate. BRITNEY has filed a competing petition to appoint BESSEMER
25 TRUST COMPANY OF CALIFORNIA, N.A. which is set for November 10,
26 2020 at 1:30 p.m.

27 _____
28 ² "REPORT OF COURT-APPOINTED COUNSEL" filed August 17, 2020,
page 5, lines 5 and 6.

1 4. Mr. Wallet's "Voluntary" Resignation

2 The Wallet Appointment Petition alleges that Mr.
3 WALLET served as co-conservator of the estate with JAMES "until the
4 Court accepted his voluntary resignation on March 4, 2019."³ In
5 fact, Mr. WALLET's sudden departure after 11 years was "voluntary"
6 only in the sense that he wasn't removed. Rather, it was negotiated
7 by court-appointed counsel for BRITNEY and supported by consider-
8 ation to Mr. WALLET in the form of a \$100,000.00 "golden parachute"
9 plus a full general release. A copy of the "TRANSITION AGREEMENT"
10 dated February 13, 2019 between and among Mr. WALLET, JAMES and
11 BRITNEY (by and through her court-appointed counsel) is attached as
12 Exhibit "A" and incorporated by this reference. The agreement was
13 approved by Order of this Court dated March 5, 2019, a copy of
14 which is attached as Exhibit "B" and incorporated by this refer-
15 ence.

16 If the Wallet Appointment Petition were granted as
17 JAMES requests, the economic effect would be to throw away not only
18 the money demanded by Mr. WALLET for his "golden parachute" but
19 also the cost of negotiating the "TRANSITION AGREEMENT" with Mr.
20 WALLET and JAMES, obtaining court approval for it, arranging a new
21 surety bond for JAMES, and removing Mr. WALLET from control of the
22 assets. It is an understatement to say that this is not in
23 BRITNEY's best interests and therefore should not be allowed to
24 occur.

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28 _____
 ³ Attachments 3f(1) and (2), lines 8 and 9

1 5. Mr. Wallet's Compensation

2 During calendar year 2013, Mr. WALLET was paid
3 \$36,154.50 in conservator fees⁴. In 2014, shortly after BRITNEY
4 began her highly successful residency in Las Vegas, Mr. WALLET
5 demanded a substantial fee increase, which was granted by order of
6 this Court dated February 3, 2014. This order increased Mr.
7 WALLET's fees more than tenfold to \$426,000.00 per year. He
8 continued to receive this amount until his resignation.

9 BRITNEY's Las Vegas residency ended on December 31,
10 2017 and her last live tour performance occurred on October 21,
11 2018. Since she was no longer actively performing, court-appointed
12 counsel for BRITNEY negotiated the "TRANSITION AGREEMENT" with Mr.
13 WALLET in order to reduce the administration expenses of the
14 conservatorship. To this date, BRITNEY has not resumed performing
15 and has stated that she does not desire to do so at this time.
16 Therefore, to add any individual co-conservator to this case, much
17 less Mr. WALLET, represents a very poor value that BRITNEY cannot
18 afford.

19 In considering the economic impact of Mr. WALLET's
20 return on BRITNEY's estate, it should be noted that on December 20,
21 2019, after Mr. WALLET had departed, JAMES modified the compensa-
22 tion of TRI STAR SPORTS AND ENTERTAINMENT GROUP ("TRI STAR"), the
23 business manager, to provide for a minimum annual fee of
24 \$500,000.00. This amount represents more than double the amount
25 that TRI STAR was previously receiving. A copy of the documentation
26 for this modification as provided by counsel for JAMES in the form

27 _____
28 ⁴ Redacted "6TH ACCOUNT CURRENT" filed August 29, 2014,
Schedule C, page 21.

1 of an email chain ending July 21, 2020 is attached as Exhibit "C"
2 and incorporated by this reference.

3

4 6. Mr. Wallet's Working Relationship With Britney

5 During the entire 11 years that he acted as co-
6 conservator of her estate, Mr. WALLET had little or no direct
7 contact with BRITNEY. At this point, as she continues to move in
8 the direction of greater autonomy, it is hardly surprising that
9 BRITNEY now prefers to work with a corporate fiduciary who can
10 offer both a physical office and a team of independent financial
11 professionals rather than a single individual, hand picked by her
12 father, who is a complete stranger to her.

13

14 7. Conclusion

15 JAMES has taken the position that BRITNEY's decision
16 not to perform will require him to undertake drastic changes to her
17 budget. Apparently this frugality does not extend to the fees JAMES
18 pays from the conservatorship to the financial professionals with
19 whom he surrounds himself. Apart from the fact that Mr. WALLET has
20 been extremely expensive in the past, based on what occurred over
21 the 11 years he served as her co-conservator there is no reason to
22 believe that Mr. WALLET will be able to work with BRITNEY to
23 explain and implement any difficult budgetary choices that must be
24 made.

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Having been asked to resign only last year and receiving a substantial amount of money to do so, Mr. WALLET is not a suitable or appropriate candidate to serve again as co-conservator of BRITNEY's estate against her previously stated wish to work with a qualified corporate fiduciary in that role. The Wallet Appointment Petition should therefore be denied.

Dated: September 11, 2020



SAMUEL D. INGHAM III
Court-Appointed Counsel For
BRITNEY JEAN SPEARS,
Conservatee

EXHIBIT A

TRANSITION AGREEMENT

The Parties hereto, ANDREW M. WALLET, ("WALLET") individually and as Co-Conservator of the Estate, on the one hand and JAMES P. SPEARS, ("SPEARS") individually, as Co-Conservator of the Estate and as Conservator of the Person, and SAMUEL D. INGHAM III, ("INGHAM") court appointed counsel for Britney Jean Spears, conservatee, on the other hand, collectively the "Parties", which shall include the term "Party", enter into this Transition Agreement as follows:

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. WALLET hereby resigns his position as Co-Conservator of the Estate and SPEARS and INGHAM hereby accept said resignation, effective upon approval by the Court of both (a) said resignation and (b) this Transition Agreement. The Parties agree that WALLET's resignation is contingent upon court acceptance of said resignation and approval of this Transition Agreement. As additional consideration, WALLET shall receive the total sum of One Hundred Thousand Dollars, (\$100,000.00) in addition to his January 2019 payment, with any amount remaining unpaid to be paid upon court approval of the petition to approve this Transition Agreement. The \$100,000.00 is in addition to the monthly payment made in January 2019. Monthly payments in the amount of \$35,500.00 will continue to be made beginning in February 2019 up to and including the \$100,000 amount, all of which will be charged against the \$100,000.00 total, in the event the petition is delayed from being adjudicated for any reason.

2. The court order accepting WALLET's resignation and approving this Transition Agreement will provide for immediate exoneration of WALLET's surety bonds totaling \$25,000,000.00, consisting of (a) a bond from Liberty Mutual Insurance Company dated October 18, 2010 in the amount of \$23,500,000.00 and (b) a bond from American Contractors Indemnity Company dated March 23, 2009 in the amount of \$1,500,000.00.

3. SPEARS acknowledges that he has a continuing obligation for filing an accounting in this Conservatorship for 2018 and 2019. Consistent with the exoneration of bonds for WALLET, SPEARS and INGHAM hereby waive all further accountings as co-conservator of the estate by WALLET and agree to request that the Court waive the necessity of WALLET having to file any further accounting as co-conservator of the estate. The Parties acknowledge and agree that each of the Parties are sufficiently aware of the finances of the conservatorship and wish to avoid the delay and expense of WALLET filing an accounting. Should the Court or one or both of WALLET's sureties require WALLET to file and verify an accounting notwithstanding the terms of this Agreement, the Parties agree that Tri-Star Sports & Entertainment Group shall prepare the accounting ordered by the Court in accordance with the form and content of its previous accountings in this matter and WALLET agrees to review and verify said accounting.

4. Counsel for SPEARS will forthwith prepare and file on an ex parte basis a petition requesting acceptance of WALLET's resignation and approval of this Transition Agreement. The petition will be subject to review and reasonable approval by WALLET prior to filing. The

Parties acknowledge that a petition for acceptance of WALLEY's resignation requires notice of hearing under Probate Code §§1460 and 1510(c). All Parties and their counsel will exert their best efforts to shorten or eliminate notice of hearing in order that the petition may be heard as soon as possible.

5. **Global General Release and §1542 Waiver.** The Parties for themselves, in their various respective capacities, as set forth in the introductory paragraph herein and incorporated herein, agree that this Release Agreement is intended to forever release and discharge the other Parties, and each of them, and all of such other Party's successors from any or all actions of any kind, relating to any potential claims or actions, of any nature existing in favor of any Party against another Party, whether presently known, unknown, suspected or unsuspected, which any of them ever had, now have, or may hereafter acquire against each other, for any reason. Accordingly, this Release Agreement forever bars all claims, demands, obligations, actions, causes of action or rights, of whatever character, nature, and kind, against either of the Parties and their successors, assigns, agents, employees, partners, trustees, sureties, entities and attorneys, including but not limited to any claims or actions, whether known or unknown, and forever discharges the other Party arising out of or in any way related to or connected with the conservatorship of Britney Jean Spears, the entities, trusts, assets, liabilities, businesses and transactions, from January 1, 2008 through the end of time.

Waiver of Unknown Claims Under Civil Code Section 1542. Each PARTY, for themselves, their assigns, and successors, hereby releases each and every other PARTY from all such claims, demands, obligations, actions, causes of action or rights that they may have against the other PARTY. No PARTY is relying on the representations or claims of any other PARTY in entering into this Release Agreement and is relying solely on his or her own advisors and conclusions. In furtherance of their intention, the PARTIES **waive any and all rights and benefits conferred upon them by the provisions of section 1542 of the California Civil Code, which provides as follows:**

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

NOTWITHSTANDING CIVIL CODE SECTION 1542, THE PARTIES INTEND THIS RELEASE TO CONSTITUTE A GENERAL RELEASE OF ALL CLAIMS AGAINST ALL OTHER PARTIES, INCLUDING CLAIMS WHICH THE PARTIES DID NOT KNOW TO EXIST OR SUSPECT TO EXIST IN THEIR FAVOR, IRRESPECTIVE OF WHETHER OR NOT NEW INFORMATION OR FACTS ARISE THAT WOULD HAVE CAUSED THE PARTIES TO MATERIALLY ALTER THEIR DECISION TO GRANT A RELEASE IF KNOWN AT THE TIME OF SIGNING THE RELEASE.

6. Except as expressly provided herein, no person has made any statement or

representation to another Party regarding any fact relied upon by such Party in entering into this Transition Agreement and Mutual Release and each Party specifically does not rely upon any statement, representation, or promise of any other person in executing this agreement.

7. No Party will take any action that will interfere with the performance of the Transition Agreement by any other Party or that would adversely affect any of the rights provided for herein.

8. This Agreement was jointly prepared by the Parties, and if any uncertainty or ambiguity exists, there shall be no legal presumption that the uncertainty or ambiguity is to be construed in favor of, or against any Party.

9. This Agreement shall not be construed as an admission of liability, culpability, negligence, or wrongdoing by any of the Parties, or their present or former agents, predecessors, successors, assigns, attorneys, insurers, heirs, trustees, executors, trust beneficiaries, sureties, and/or any other person acting by, through, under, or in concert with each of them.

10. This Agreement constitutes the entire and final agreement between the Parties pertaining to the subject matter, and fully integrates and supersedes any and all prior understandings, representations, warranties, negotiations and agreements between the Parties, or any of them.

11. This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of California.

12. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective heirs, beneficiaries, legal representatives, trustees, principals, officers, directors, partners, agents, employees, predecessors, successors-in-interest, transferees, alter egos and assigns.

13. The Parties shall execute such documents, instruments, agreements and other papers and take such further actions as may be reasonably required or desirable to carry out the provisions of this Agreement and the transactions contemplated hereby.

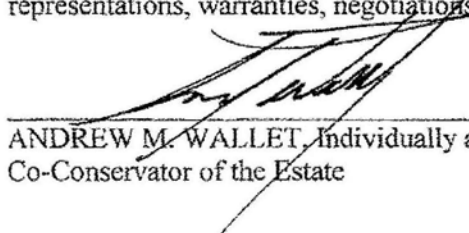
14. Each person who signs this Agreement in a representative capacity represents and warrants that he or she is duly authorized to execute the Agreement on behalf of the entity or party for whom he or she purports to sign.

15. The Parties agree that a facsimile signature on this Agreement is equivalent to an original signature. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same document. A photocopy of this Agreement may be used in lieu of an original in any action or proceeding brought to enforce or interpret this Agreement.

16. Any dispute over the interpretation or enforcement of this Agreement shall first be submitted to a mutually agreed upon neutral mediator who is an attorney or retired judge with significant trust and estate experience. If such mediation is unsuccessful, the matter shall be tried in the Superior Court of the State of California County of Los Angeles.

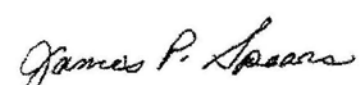
17. All notices under this Agreement shall be in writing and shall be deemed effective on the date of delivery if delivered personally (and a receipt obtained therefore), on the fifth calendar day after mailing if mailed by first class mail, registered or certified, postage prepaid, or on the third calendar day if by overnight delivery.

18. This Agreement constitutes the entire and final agreement between the Parties pertaining to the subject matter, and fully integrates and supersedes any and all prior understandings, representations, warranties, negotiations and agreements between the Parties, or any of them.



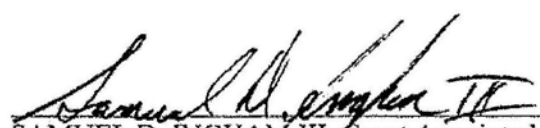
ANDREW M. WALLET, Individually and as
Co-Conservator of the Estate

Dated: February ¹³ 7, 2019



JAMES P. SPEARS, Individually, as Co-Conservator of
the Estate and as Conservator of the Person

Dated: February 11 2019



SAMUEL D. INGHAM III, Court Appointed Counsel for
Britney Jean Spears, conservatee

Dated: February 10, 2019

EXHIBIT B

1 SAMUEL D. INGHAM III
State Bar #66279
2 444 South Flower Street
Suite 4260
3 Los Angeles, California 90071-2966
4 Telephone: (310) 556-9751
Fax: (310) 556-1311
5 E-mail: singham@inghamlaw.com

FILED
Superior Court of California
County of Los Angeles

MAR 05 2019

Sherri R. Carter, Executive Officer/Clerk

By Joseph Pereyra, Deputy
Joseph Pereyra

6 Court-Appointed Counsel For
BRITNEY JEAN SPEARS, Conservatee

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

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

BRITNEY JEAN SPEARS,

Conservatee.

No. BP 108 870

ORDER:

- 1) ACCEPTING RESIGNATION OF CO-CONSERVATOR OF THE ESTATE [Probate Code §2660]
- 2) APPROVING TRANSITION AGREEMENT [Probate Code §2403]
- 3) CONFIRMING SOLE CONSERVATOR OF THE ESTATE WITH STATED CONDITIONS [Probate Code §2402]
- 4) RELEASING AND DISCHARGING SURETIES ON EXISTING BONDS [CCP §996.110]
- 5) SETTING BOND FOR SOLE CONSERVATOR OF THE ESTATE [Probate Code §2320]

Assigned To:
Judge BRENDA J. PENNY
Department: 4
Date Presented: 3/5/19
Time: 8:30 a.m.
Place: Room 260

1 The EX PARTE PETITION FOR ORDER: ACCEPTING RESIGNATION OF
2 CO-CONSERVATOR OF THE ESTATE; APPROVING TRANSITION AGREEMENT;
3 CONFIRMING SOLE CONSERVATOR OF THE ESTATE WITH STATED CONDITIONS;
4 RELEASING AND DISCHARGING SURETIES ON EXISTING BONDS; SETTING BOND
5 FOR SOLE CONSERVATOR OF THE ESTATE filed by SAMUEL D. INGHAM III as
6 Court-Appointed Counsel For BRITNEY JEAN SPEARS, conservatee, was
7 presented on an ex parte basis on March 5, 2019 at 8:30 a.m. in
8 Room 260 of this Court.

9 The Court finds:

10 1. Notice of hearing was given as required by law.
11 Pursuant to Probate Code §1460(e), good cause exists for an order
12 dispensing with notice as otherwise required by Probate Code §1460.

13 2. The conservatorship is engaged in numerous ongoing
14 business activities requiring immediate attention. Substantial
15 detriment, irreparable harm and immediate danger will result to the
16 conservatee and to her estate if the relief requested herein is not
17 granted on an ex parte basis.

18 3. By Order dated February 1, 2008 in this proceeding,
19 Petitioner, SAMUEL D. INGHAM III ("INGHAM"), was appointed to serve
20 as counsel for the conservatee pursuant to Probate Code §1470(a).
21 INGHAM has not been discharged and presently serves in that
22 capacity. The within petition is filed on behalf of the conserva-
23 tee.

24 4. By Order dated February 1, 2008, JAMES P. SPEARS
25 "SPEARS") and ANDREW M. WALLET ("WALLET") were appointed temporary
26 co-conservators of BRITNEY's estate for an initial period expiring
27 February 4, 2008. By various orders, their letters of temporary
28 conservatorship were extended. By Order Appointing Probate

1 Conservator of the Estate dated January 5, 2009, SPEARS and WALLET
2 were appointed permanent co-conservators of BRITNEY's estate.
3 Letters of conservatorship of the estate were issued to SPEARS and
4 WALLET on January 9, 2009 and they continue to serve in that
5 capacity.

6 5. WALLET has entered into a "Transition Agreement" dated
7 February 13, 2019 with SPEARS and INGHAM ("The Transition Agree-
8 ment"), a true and correct copy of which has been filed in this
9 proceeding. The Transition Agreement, which is expressly condi-
10 tioned upon approval by this Court, includes the following
11 operative provisions:

12 a. WALLET's resignation as co-conservator of the
13 estate will be effective upon approval by this court of his
14 resignation and of the Termination Agreement itself;

15 b. WALLET will receive compensation of \$100,000.00
16 in addition to his January 2019 payment, with any amount remaining
17 unpaid to be paid upon court approval. Pursuant to prior order of
18 court, monthly payments in the amount of \$35,500.00 will continue
19 to be made to WALLET beginning in February 2019 up to and including
20 the \$100,000.00 amount, all of which will be charged against the
21 \$100,000.00 total;

22 c. WALLET's surety bonds will be exonerated
23 immediately; and

24 d. All future accountings will be filed by SPEARS as
25 sole conservator of the estate and all further accountings by
26 WALLET as co-conservator of the estate will be waived.

27 6. The Transition Agreement is in the best interests of
28 the conservatee because it establishes conditions for the orderly

1 transition of the conservatorship of the estate as a result of
2 WALLET's voluntary resignation as co-conservator.

3

4 IT IS THEREFORE ORDERED THAT:

5 1. The resignation of ANDREW M. WALLET as co-conservator
6 of the estate is accepted, effective as of the date this order is
7 signed.

8 2. The "Transition Agreement" dated February 13, 2019
9 between ANDREW M. WALLET, JAMES P. SPEARS and SAMUEL D. INGHAM III
10 is approved.

11 3. The parties to the Transition Agreement are authorized
12 and directed to take any and all actions necessary or convenient in
13 order to implement the terms thereof.

14 4. Payment from the conservatorship estate to ANDREW M.
15 WALLET pursuant to the terms of the Transition Agreement of the
16 total sum of \$100,000.00 is authorized and directed, in addition to
17 his January 2019 payment of \$35,500.00 for his services as Co-
18 Conservator of the Estate; pursuant to the terms of the Agreement,
19 monthly payments in the amount of \$35,500.00 will continue to be
20 made to ANDREW M. WALLET beginning in February 2019 up to and
21 including the \$100,000.00 amount, all of which will be charged
22 against the \$100,000.00 total.

23 5. ANDREW M. WALLET is hereby discharged as co-conserva-
24 tor of the estate, effective as of the date this order is signed
25 without the requirement of any further accountings by ANDREW M.
26 WALLET.

27 6. JAMES P. SPEARS will henceforth act as sole conserva-
28 tor of the estate, with the powers as set forth below, in addition

1 to all powers otherwise provided by law.

2 7. Pursuant to the Order Appointing Conservator dated
3 January 9, 2009 in the proceeding, JAMES P. SPEARS shall continue
4 to exercise the following powers independently under Probate Code
5 §§2590 and 2591:

6 a. To contract for the conservatorship and perform
7 outstanding contracts and thereby bind the estate, including
8 asserting or waiving confidentiality agreements.

9 b. To operate at the risk of the estate a business
10 constituting an asset of the estate.

11 c. To pay, collect, compromise, arbitrate, or
12 otherwise adjust claims, debts, or demands upon the Conservatorship
13 Estate.

14 d. To employ attorneys, accountants, investment
15 counsel, agents, depositories, and employees, and to pay the
16 expenses.

17 8. Pursuant to the Order Appointing Conservator dated
18 January 9, 2009 in the proceeding, JAMES P. SPEARS shall continue
19 to exercise the following powers in addition to the powers provided
20 by law:

21 a. To obtain all documents and records relating to
22 the Conservatee and her assets, whether held in her name or in the
23 name of another, all contracts, information relating to credit
24 cards, bank statements, estate planning documents, receivables, and
25 any and all powers of attorney.

26 b. To take all actions necessary to secure the
27 Conservatee's assets.

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1 c. To revoke all powers of attorneys, including
2 powers of attorney for making health care decisions and managing
3 real estate, and to terminate any and all agencies.

4 d. To commence and maintain litigation and partici-
5 pate in any litigation with respect to which the Conservatee is a
6 party or has an interest, and the power to retain counsel and
7 experts, and to pay same from the Conservatorship Estate, not only
8 as to the family law case but for any other matter.

9 e. To perform any and all acts that the Conservatee
10 can perform (whether as an individual or in a representative
11 capacity) with respect to the local, state, or federal tax
12 liabilities of the Conservatee or any entity, trust or foundation
13 in which the Conservatee acts in a representative or ownership
14 capacity (collectively referred to as "Conservatee and related
15 entities"), including but not limited to the power to receive and
16 inspect confidential tax information; receive, and endorse or cash
17 refund checks; sign any and all tax returns, whether income,
18 corporate, employment, partnership, or otherwise; execute a Form
19 2848; represent the Conservatee and related entities before all
20 taxing authorities, participate in audits; exercise the rights of
21 the Conservatee and related entities to protest and appeal
22 assessments; pay amounts due to the appropriate taxing authority;
23 execute waivers, tax returns, consents, closing agreements, and
24 similar documents related to the tax liability of the Conservatee
25 and related entities; participate in all procedural matters
26 connected with the tax liability of the Conservatee and related
27 entities; exercise any elections that may be available to the
28 Conservatee and related entities under applicable state or federal

1 tax laws or regulations; to substitute another representative; to
2 request disclosure of tax returns or return information to a third
3 party; and to perform any other acts described in California
4 Probate Code section 4463, except those acts that conflict with or
5 are limited by a more specific provision in this Power.

6 f. To assert the Conservatee's rights in any trust
7 established for her benefit, including but not limited to all
8 revocable inter vivos trusts established by the Conservatee as
9 settlor or trustor, but this power shall not include the power to
10 modify, amend, or revoke any such trusts, without a court order.

11 g. To prosecute civil harassment restraining orders
12 that they deem to be appropriate.

13 h. To pursue opportunities related to professional
14 commitments and activities including but not limited to performing,
15 recording, videos, tours, TV shows, and other similar activities as
16 long as they are approved by the conservatee's medical team.

17 9. Pursuant to Probate Code §2402, the following
18 conditions are hereby ordered and shall be included in the amended
19 letters of conservatorship of the estate for JAMES P. SPEARS:

20 a. JAMES P. SPEARS shall henceforth act alone as
21 conservator of the estate.

22 b. The surety shall not be held liable for any
23 operating losses of the business entities owned by the conservatee
24 and identified in writing to the surety (collectively, "the
25 Excluded Entities").

26 c. Within sixty (60) days thereafter, JAMES P.
27 SPEARS shall file and serve written notice on the surety and the
28 conservatee's court-appointed counsel of the formation of any new

1 business entity, which shall automatically be considered an
2 Excluded Entity.

3 d. JAMES P. SPEARS may delegate the sole responsi-
4 bility of selecting, investing in and monitoring the particular
5 investment vehicles for the conservatorship assets, as well as the
6 strategies utilized in the investment of the assets of the
7 conservatorship in accordance with the prudent investor rule and
8 the conservative portfolio allocations of the Conservatorship
9 assets to professional investment advisors as set forth in prior
10 orders of this Court dated September 8, 2010, October 8, 2010,
11 November 18, 2010, February 10, 2011, March 29, 2013 and March 11,
12 2014 (collectively, "The Investment Orders").

13 e. JAMES P. SPEARS shall be deemed to replace ANDREW
14 M. WALLET for all purposes under The Investment Orders, which shall
15 otherwise remain in full force and effect.

16 f. The duty of JAMES P. SPEARS to the conservatee
17 regarding the investment of the conservatorship assets will be
18 limited to performing periodic reviews of the overall performance
19 of the professional investment advisors.

20 10. JAMES P. SPEARS will continue to act as sole
21 conservator of the person.

22 11. The sureties on all of the following bond are hereby
23 released, discharged and exonerated, effective as of the date this
24 order is signed:

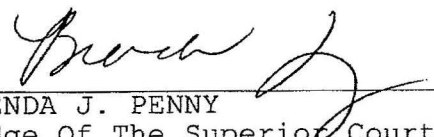
<u>Date Filed</u>	<u>Amount</u>	<u>Principal</u>	<u>Surety</u>
25 4/1/09	\$1,500,000	WALLET	American Contractors
26 6/30/09	1,500,000	SPEARS	American Contractors
27 11/18/10	23,500,000	WALLET	Liberty Mutual

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12. JAMES P. SPEARS shall furnish bond as sole conserva-
tor of the estate in the amount of \$47,285,400.00, surety or as
otherwise provided by law.

13. Upon the filing of the bond ordered above, amended
letters of conservatorship of the estate shall issue to JAMES P.
SPEARS with the powers as set forth above.

Dated: March 5, 2019


BRENDA J. PENNY
Judge Of The Superior Court

BRENDA PENNY

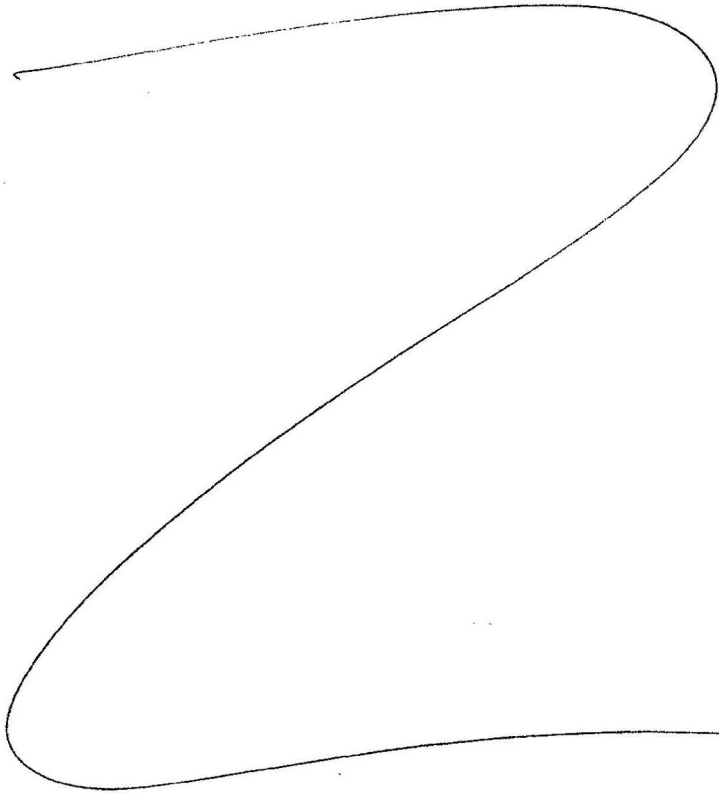


EXHIBIT C

Samuel Ingham

From: Jeryll S. Cohen [REDACTED] on behalf of Jeryll S. Cohen
Sent: Tuesday, July 21, 2020 11:49 AM
To: 'Samuel Ingham'
Cc: Geraldine A. Wyle
Subject: Tri Star Engagement Agreement
Attachments: Tri Star YTD Commissions.pdf

AmicusId: 223242
AmicusStatus: Saved
AmicusFileName: Spears Conservatorship
AmicusFileId: 122
AmicusDealtWith: Yes

Sam,
I am responding to your request for a copy of the Conservators' agreement with Tri-Star. I apologize for not getting this to you sooner. The Tri-Star engagement letter was originally entered by Andrew and Jamie as Co-Conservators. We do not have access at this time to the early conservatorship files, which were not saved electronically. I believe that the original contract with Tri Star was part of the first tour agreement – you probably have a copy of it in your files. If you do, please forward it to us. In the meantime, we will have someone at our office, which is partially open now, look through our archive files, provided that Garcetti does not reinstate the stay at home orders.

In any event, the agreement was recently modified pursuant to the correspondence below.

If you have any questions, please let me know.

Best,
Jeryll

Jeryll S. Cohen *Attorney At Law*
FREEMAN FREEMAN SMILEY

Tel: [REDACTED] **Fax:** [REDACTED]

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From: Jamie Spears [REDACTED]
Sent: Friday, December 20, 2019 1:10 PM
To: Robin Greenhill [REDACTED]
Subject: Re: Retainer against commission Tri Star

Approved

Sent from my iPhone

On Dec 20, 2019, at 11:29 AM, Robin Greenhill [REDACTED] wrote:

Here is the calculation based on the below.

Robin Greenhill
[REDACTED]

From: Lou Taylor [REDACTED]
Sent: Tuesday, November 12, 2019 6:57 PM
To: Jamie Spears [REDACTED]
Cc: Robin Greenhill [REDACTED]
Subject: Re: Retainer against commission Tri Star

Yes I know Robin and I were supposed to go through it with you - know it's bad timing. We just want to create a floor since we can't afford to lose 400k. We are looking to true up 2019

Meaning the floor is we won't make less than the 500k a year and if commission is at least that we will true it up.

Coram Deo,
Lou Taylor
[REDACTED]

On Nov 12, 2019, at 6:42 PM, Jamie Spears [REDACTED] wrote:

Sorry my head trying to get all this going on straight will get back to you

Sent from my iPhone

On Nov 12, 2019, at 10:50 AM, Lou Taylor [REDACTED] wrote:

Jamie -

We just ran time and billing for Britney and all of the entities. We have a (400k) loss on time and billing this year - we have been paid &179k.

I want to stay at 5 percent commission but set a floor of \$500k a year.

Meaning we would not get paid less than the \$500k this year & 2020 so we would get a retainer payment each month and each quarter settle it up against the commission. Unlike the other professionals management and legal we are still having to do work even though B is not including the court accounting.

Then next year we will look at time and billing again.

Is this approved?

Coram Deo,
Lou Taylor

TRISTAR SPORTS AND ENTERTAINMENT GROUP
BUSINESS MANAGEMENT • TAX

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Transfer of Funds: It is the policy of Tri Star Sports & Entertainment Group, Inc. that wire instructions and/or directions to transfer funds are always to be in a password-protected attachment where the password is provided by a separate means of communication such as phone or text. Please be advised that funds should not be transferred or processed based on written instructions received in a non-secure manner.

IRS Circular 230: Under requirements imposed by the IRS Circular 230, we inform you that, if any advice concerning one or more U.S. federal tax issues is contained in this communication (including any attachments), such advice was not intended or written to be used, and cannot be used by you or any other taxpayer for the purpose of (1) avoiding penalties under the Internal Revenue code or (2) promoting, marketing or recommending to another party any transaction or tax-related matter addressed herein.

LOS ANGELES
9255 Sunset Blvd.
2nd Floor
W. Hollywood, CA 90069
[REDACTED]

PEOPLE • THE RIGHT WAY

instagram/twitter: @tristarteam

<Tri Star YTD Commissions.pdf>