



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Amy L. Rice, Esq. (SBN 112736) WASSER, COOPERMAN & CARTER 2029 Century Park East, Suite 1200 Los Angeles, CA 90067-2957 TELEPHONE NO.: (310) 277-7117 FAX NO. (Optional): (310) 553-1793 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Jamie McCourt	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: same as above CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: CENTRAL DISTRICT	
PETITIONER/PLAINTIFF: JAMIE MCCOURT  RESPONDENT/DEFENDANT: FRANK MCCOURT SUPPLEMENTAL	
ORDER TO SHOW CAUSE <input type="checkbox"/> MODIFICATION <input type="checkbox"/> Child Custody <input type="checkbox"/> Visitation <input type="checkbox"/> Injunctive Order <input type="checkbox"/> Child Support <input checked="" type="checkbox"/> Spousal Support <input checked="" type="checkbox"/> Other (specify): <input checked="" type="checkbox"/> Attorney Fees and Costs <span style="float: right;">Pendente Lite Support</span>	CASE NUMBER: BD 514309  Fees and Other Orders

1. TO (name): RESPONDENT, FRANK MCCOURT AND HIS ATTORNEYS OF RECORD
2. YOU ARE ORDERED TO APPEAR IN THIS COURT AS FOLLOWS TO GIVE ANY LEGAL REASON WHY THE RELIEF SOUGHT IN THE ATTACHED APPLICATION SHOULD NOT BE GRANTED. If child custody or visitation is an issue in this proceeding, Family Code section 3170 requires mediation before or concurrently with the hearing listed below.

a. Date: March 29 & 30, 2010 Time: 8:30 a.m. <input checked="" type="checkbox"/> Dept.: 88 <input type="checkbox"/> Room:
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- b. The address of the court is  same as noted above  other (specify):
- c.  The parties are ordered to attend custody mediation services as follows:

3. THE COURT FURTHER ORDERS that a completed *Application for Order and Supporting Declaration* (form FL-310), a **blank Responsive Declaration** (form FL-320), and the following documents be served with this order:
- a. (1)  Completed *Income and Expense Declaration* (form FL-150) and a **blank Income and Expense Declaration**
  - (2)  Completed *Financial Statement (Simplified)* (form FL-155) and a **blank Financial Statement (Simplified)**
  - (3)  Completed *Property Declaration* (form FL-160) and a **blank Property Declaration**
  - (4)  Points and authorities
  - (5)  Other (specify):
- b.  Time for  service  hearing is shortened. Service must be on or before (date):  
Any responsive declaration must be served on or before (date):
  - c.  You are ordered to comply with the temporary orders attached.
  - d.  Other (specify):

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDICIAL OFFICER

**NOTICE:** If you have children from this relationship, the court is required to order payment of child support based on the incomes of both parents. The amount of child support can be large. It normally continues until the child is 18. You should supply the court with information about your finances. Otherwise, the child support order will be based on the information supplied by the other parent.

You do not have to pay any fee to file declarations in response to this order to show cause (including a completed *Income and Expense Declaration* (form FL-150) or *Financial Statement (Simplified)* (form FL-155) that will show your finances). In the absence of an order shortening time, the original of the responsive declaration must be filed with the court and a copy served on the other party at least nine court days before the hearing date. Add five calendar days if you serve by mail within California. (See Code of Civil Procedure 1005 for other situations.) To determine court and calendar days, go to [www.courtinfo.ca.gov/selfhelp/courtcalendars/](http://www.courtinfo.ca.gov/selfhelp/courtcalendars/).



**Requests for Accommodations**

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the proceeding. Contact the clerk's office or go to [www.courtinfo.ca.gov/forms](http://www.courtinfo.ca.gov/forms) for *Request for Accommodations by Persons With Disabilities and Response* (Form MC-410). (Civil Code, § 54.8)



PETITIONER: JAMIE McCOURT	CASE NUMBER: BD 514309
RESPONDENT: FRANK McCOURT	

6.  PROPERTY RESTRAINT  To be ordered pending the hearing
- a. The  petitioner  respondent  claimant is restrained from transferring, encumbering, hypothecating, concealing, or in any way disposing of any property, real or personal, whether community, quasi-community, or separate, except in the usual course of business or for the necessities of life.
- The applicant will be notified at least five business days before any proposed extraordinary expenditures, and an accounting of such will be made to the court.
- b.  Both parties are restrained and enjoined from cashing, borrowing against, canceling, transferring, disposing of, or changing the beneficiaries of any insurance or other coverage, including life, health, automobile, and disability, held for the benefit of the parties or their minor children.
- c.  Neither party may incur any debts or liabilities for which the other may be held responsible, other than in the ordinary course of business or for the necessities of life.
7.  PROPERTY CONTROL  To be ordered pending the hearing
- a.  The petitioner  respondent is given the exclusive temporary use, possession, and control of the following property that we own or are buying (specify) :
- b.  The petitioner  respondent is ordered to make the following payments on liens and encumbrances coming due while the order is in effect:
- | <u>Debt</u> | <u>Amount of payment</u> | <u>Pay to</u> |
|-------------|--------------------------|---------------|
|-------------|--------------------------|---------------|
8.  I request that time for service of the Order To Show Cause and accompanying papers be shortened so that these documents may be served no less than (specify number) : \_\_\_\_\_ days before the time set for the hearing. I need to have the order shortening time because of the facts specified in the attached declaration.
9.  OTHER RELIEF (specify) :

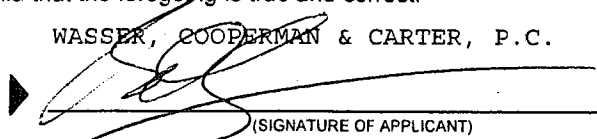
10.  FACTS IN SUPPORT of relief requested and change of circumstances for any modification are (specify) :  
 contained in the attached declaration.
1. Supplemental Declaration of David J. Swan (filed under separate cover)
  2. Memorandum of Points and Authorities
  3. Declaration of Bruce E. Cooperman
  4. Declaration of Amy L. Rice
  5. Declaration of Bruce E. Cooperman re Fee Request (filed under separate cover)
  6. Declaration of Michael Kump re Fee Request (filed under separate cover)
  7. Appendixes of Exhibits (3 Volumes) (filed under separate cover)
  8. Notice per CRC 2.551 (b) (3) (filed under separate cover)
  9. Petitioner's Income and Expense Declaration (filed under separate cover)

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

Date: February 16, 2010

BRUCE E. COOPERMAN  
(TYPE OR PRINT NAME)

WASSER, COOPERMAN & CARTER, P.C.

  
(SIGNATURE OF APPLICANT)

Attorneys For Petitioner, JAMIE McCOURT



1 SCHEDULE 1

2  
3 JAMIE MCCOURT: SUMMARY OF QUANTIFIED LIVING EXPENSES FOR 21  
4 MONTHS ENDING 9/30/09 AND LA DODGERS PERQUISITES (EXCLUDING WORK-  
5 RELATED PERQUISITES) FOR 18 MONTHS ENDING 6/30/09.

6 Residential Real Estate Carrying Costs

7	Charing Cross (50%)	\$101,358	
	Sunset (50%)	4,503	
	Malibu #1 (100%)	151,054	
8	Malibu #2 (100%)	88,106	
	Cape Cod (50%)	46,639	
9	Willowbend, Mass. (50%)	2,524	
	Vail, CO condo (50%)	3,892	
10	Cabo (50%)	1,265	
	Unallocated Residence Expenses (50%) <sup>1</sup>	<u>4,653</u>	
11			
12	<b>Total Residential Real Estate Carrying Costs</b>		<b>\$403,995</b>

13 Other Personal Expenses Paid Directly

14	Adult Children (50%)	\$ 16,878	
	Automobile (50%)	843	
15	Boat (50%)	864	
	Country Club Dues (50%)	840	
16	Dining Out and Entertainment	777	
	Insurance (50%)	2,028	
17	Medical Expenses	3,684	
	Other Expenses	1,432	
18	Personal Expenses (50%) <sup>2</sup>	55,782	
	Political and Charitable Contributions (50%)	17,840	
19	Professional Fees	30,837	
	Telephone/Cable/Internet (50%)	477	
20	Travel	<u>8,223</u>	
21			
22	<b>Total Other Personal Expenses Paid Directly</b>		<b>\$140,502</b>

23 Perquisites Paid By The Los Angeles Dodgers (Excluding  
24 Employment-Related Perquisites) For 18 Months Ending 6/30/09

25 \$444,348

26 **Total Monthly Expenses** \$988,845

27 <sup>1</sup> Utilities, maintenance, payroll, payroll taxes, etc.

28 <sup>2</sup> Clothing, grooming, security, gifts, office supplies, parties, miscellaneous.

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1 SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES

2 I.

3 INTRODUCTION

4 This is not a typical guideline support case, in which *pendente lite* spousal support can be  
5 calculated based solely upon salaries, bonuses and investment income. The enormous wealth  
6 accumulated by Frank and Jamie McCourt during their 30-year marriage enabled them to live an  
7 extraordinarily lavish lifestyle. Their lifestyle was not funded only by the income sources described  
8 above. In large part, it was funded in a relatively unique manner - - through a series of capital  
9 events, including the “monetization” of future income streams from the parties’ businesses.

10 From 2004 through 2009, the McCourts received in excess of \$108,000,000 in what was  
11 characterized as “ownership distributions” from the McCourt Enterprise, an inter-related family of  
12 companies, which “ownership distributions” they used to fund their lifestyle and to pay for capital  
13 acquisitions and improvements. Furthermore, those funds were not reduced by any income tax  
14 obligations because *the parties have not paid any federal or California income taxes since they*  
15 *moved to California in 2004.* And there is no evidence to suggest that any of the funds that will be  
16 utilized in 2010 by Respondent, Frank McCourt (“Frank”)<sup>1</sup>, to pay *pendente lite* spousal support or  
17 attorneys’ fees will be taxable to him.

18 Because of the unique manner in which the parties historically funded their lifestyle, in order  
19 to fashion a fair temporary spousal support order, and thereby achieve the policy goal of  
20 maintaining the accustomed marital status quo pending entry of judgment, [*e.g.*, Marriage of  
21 Wittgrove (2004) 120 Cal.App.4th 1317; Marriage of Winter (1992) 7 Cal.App.4th 1926; Marriage  
22 of Burlini (1983) 143 Cal.App.3d. 65, 68], it will be necessary for the Court to understand not only  
23 the magnitude of that pre-separation marital lifestyle, but also the manner in which it was funded - -  
24 principally through multi-million dollar tax-free distributions received by the parties from those  
25 “monetizations” and other capital events. Only by understanding both factors will the Court be able  
26

27 \_\_\_\_\_  
28 <sup>1</sup> As the case law encourages, we use the parties’ first names in this Memorandum to  
personalize and humanize a family law proceeding, as well as to make it easier to follow. [*See, e.g.*,  
Marriage of Smith (1990) 225 Cal.App.3d. 469, 475-76, fn 1.]



1 to fashion a *pendente lite* order which ensures that Petitioner Jamie McCourt (“Jamie”), like Frank,  
2 can continue to enjoy the accustomed marital lifestyle pending final judgment.

3 These supplemental pleadings establish the following:

4 (1) For the years 2004-2009, the salaries, distributions and perquisites paid to, or for  
5 the benefit of, Jamie and Frank averaged more than \$2.31 Million per month, almost entirely on a  
6 tax-free basis.

7 (2) Of that amount, an average of more than \$1.5 Million a month was paid directly  
8 to Jamie and Frank, or paid to third parties for their benefit. Those distributions were utilized by the  
9 parties to pay personal expenses and acquire and make improvements to assets.

10 (3) In addition, perquisites paid directly by the McCourt business constituted a *very*  
11 *significant element* of the marital lifestyle, averaging an additional approximately \$800,000 per  
12 month. As Frank’s key financial advisor, Jeff Ingram, admitted at his deposition, during the  
13 marriage the parties used the business to fund whatever they needed, or wanted, as if it was their  
14 personal ATM or credit card.

15 (4) While there are approximately 20 entities, including the Los Angeles Dodgers,  
16 owned by the parties, they are all, in reality, operated as a single enterprise (the “McCourt  
17 Enterprise”). During the marriage, funds, assets and debts were transferred at will among that  
18 myriad of inter-related entities, whenever deemed advisable in order to achieve the three primary  
19 goals of the McCourt Enterprise: first, to maximize the available ownership distributions to the  
20 parties; second, to attempt to ensure that such distributions would not create any income tax liability  
21 for the parties; and, third, to increase the overall value of the McCourt Enterprise.

22 (5) As noted above, a substantial portion of the distributions made to the parties were  
23 generated through what Frank’s financial advisors refer to as the “monetization” or “securitization”  
24 of future income streams generated by the Dodgers and other parts of the McCourt Enterprise, as  
25 well as from other capital events. On a recurring and systematic basis, large loans have been  
26 obtained, several of which were secured and/or paid by such future income streams. Substantial  
27 portions of the proceeds of those “monetizations” and other capital events then were used in  
28 whatever manner directed by the McCourts. When needed by the parties, millions of dollars of

1 those funds were distributed to them. The raising of capital for both business and personal use  
2 through such “monetizations” and other capital events has been a regular and ongoing part of the  
3 manner in which the McCourt Enterprise has operated, and is one of the primary means by which it  
4 has accomplished its goal of minimizing or eliminating income tax liabilities for the parties.

5 (6) Over the years, the McCourts’ key advisors worked closely with the McCourts in  
6 finding sources of monies from the McCourt Enterprise to meet the McCourts’ lifestyle demands.  
7 The business’ budgets were created to meet their lifestyle needs.

8 (7) The parties have amassed enormous wealth as a result of the success of the  
9 McCourt Enterprise. Frank’s September 30, 2008 personal financial statement set his net worth at  
10 \$834,900,000. [Ex. 45.]<sup>2</sup> That figure did not include the equity in the parties’ personal residences  
11 (estimated at \$40-\$50 Million) or the present value of the future Regional Sports Network (“RSN”),  
12 which Frank and his advisors always have intended to create after 2013, when the current  
13 broadcasting agreement between the Dodgers and Fox expires. In a May 2009 Global Sports  
14 Partnership Investment Opportunity Offering Private Placement Memorandum prepared by the  
15 McCourt Enterprise (the “May 2009 Offer Memorandum”), a present value of \$1.5 Billion was  
16 listed for that future RSN, for the English-speaking component thereof only. [Ex. 6.] In short, in  
17 May 2009, the McCourt Enterprise represented that the net equity value of its assets alone was in  
18 excess of \$2 Billion.

19 (8) Nothing has changed since the separation of the parties in July 2009 to inhibit  
20 Frank’s cash flow from the McCourt Enterprise. The total revenues of the Dodgers have increased  
21

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22  
23 <sup>2</sup> For the convenience of the Court, exhibits which were marked at the depositions are  
24 identified using the exhibit number given to the exhibits at those depositions. The portions of the  
25 deposition testimony of Mr. Ingram cited herein and in the attached Declaration of Bruce E.  
26 Cooperman are collectively identified as Exhibit “B.” The portions of the deposition testimony of  
27 Peter Wilhelm and David Merfeld cited herein and in the attached Declaration of Amy L. Rice are  
28 collectively marked as Exhibits “A” and “C,” respectively. The Exhibits are contained in the  
separate Appendixes of Exhibits. Because Frank designated all deposition testimony as  
“confidential,” and because all documents produced by Frank were designated “confidential”, those  
Appendixes have been lodged conditionally under seal. All cited portions of those three deposition  
transcripts have been highlighted in those attached exhibits. The original deposition transcripts will  
be lodged with the Court prior to the hearing.

1 dramatically since 2004, and are projected to increase again in 2010. The 2010 budget for the  
2 Dodgers contains no significant reductions in overall operating expenses (including the perquisites  
3 being paid for Frank's benefit). Moreover, the McCourt Enterprise spent more than \$2.5 Million in  
4 2008 and the first half of 2009 to explore expansion opportunities, such as possible investments in  
5 China and the acquisition of a soccer team in the English Premier League. With this action  
6 pending, of course, Frank now has put all of those potential projects on "hold."

7 (9) We anticipate that, in response to these undisputable facts, Frank will claim that his  
8 wealth has substantially diminished and that he is now unable to pay support consistent with the  
9 customary pre-separation marital standard of living. That is a carefully calculated subterfuge,  
10 designed to mislead the Court. In furtherance of that divorce planning subterfuge:

11 (a) In a November 18, 2009 Declaration filed by Frank, he claimed that under the  
12 terms of an amended Credit Agreement with Bank of America [Exs. 11-13], the maximum total  
13 distributions which he could receive from "any of the business entities" comprising the McCourt  
14 Enterprise were "capped at \$1,250,000 per quarter." [Decl. of Frank H. McCourt, Jr., dated Nov. 18,  
15 2009, ¶5 (emphasis added).] That was not true. That so-called "cap" only limited distributions from  
16 certain of the McCourt entities, and, furthermore, it dissolves as of February 27, 2010, when that  
17 credit line will be repaid. There now is cash sitting in McCourt Enterprise accounts which could be  
18 distributed to Frank immediately and which never has been subject to that so-called "cap."

19 (b) In late October 2009, shortly after this action began, Frank voluntarily  
20 postponed proceeding with the McCourt Enterprise's next scheduled capital event, a planned  
21 \$125 Million "mezzanine" financing. As of October 12, 2009, it was estimated that it would take  
22 90 days to put that capital raise in place. At that time, it was planned that a significant portion of  
23 those monies would be distributed to the McCourts. Then, just after the divorce action was filed,  
24 Jeff Ingram, Frank's key financial advisor, told the bank that Frank and his advisors wanted to wait  
25 until the "darkness" passed and it was "safe" to proceed with that capital event. [Exs. 30, 31.] By  
26 "safe," it clearly was meant at least until after Jamie's request for spousal support was heard. By so  
27 doing, Jamie would be firewalled off from being able to participate, via *pendente lite* support and  
28 fees, in the capital event proceeds. Had that \$125 Million been received, Frank no longer could

1 continue with the charade of claimed “post-separation wealth and cash flow deficiency syndrome,”  
2 and contend that *pendente lite* Jamie should be relegated to having to live off proceeds from the  
3 liquidation of relatively limited securities accounts in her possession.

4 (c) Recently, Frank and his primary financial advisors, Messrs. Ingram, Wilhelm  
5 and Merfeld, concocted a new personal financial statement for him [Ex. 58], in which his purported  
6 net worth was reduced by approximately 80% in a mere nine months. His net worth per his  
7 September 30, 2008 personal financial statement, was \$834,900,000. His net worth nine months  
8 later, per the fabricated “as of June 30, 2009” financial statement, was \$163,460,000. [Exs.45 and  
9 58.] That sleight of hand was accomplished primarily by using three blatant balance sheet  
10 manipulations. That financial statement, finalized on January 20, 2010, then was back-dated to “as  
11 of June 30, 2009” - - prior to separation. Frank’s advisors’ efforts to explain why they created a  
12 “stale” financial statement, which coincidentally was dated prior to separation, and their efforts to  
13 attempt to justify the alleged 80% drop in his net worth, all were utterly unconvincing, not  
14 supported by the facts, and serve only to reinforce the conclusion that the creation of that document  
15 represents divorce planning at its worst.

16 (10) Frank continues to enjoy a very luxurious lifestyle despite what we expect him to  
17 contend in terms of his allegedly reduced post-separation cash flow. He presently lives in a suite at  
18 a luxury hotel in Beverly Hills; he is considering buying a \$10 Million condominium; he has spent  
19 more than \$52,000 on new clothes since November 2009; he spent more than \$81,000 on a  
20 December 2009 “family” vacation; he regularly travels by limousines (primarily paid for by the  
21 McCourt Enterprise); he regularly spends more than \$200 on lavish meals at expensive restaurants  
22 (again primarily paid for by the McCourt Enterprise); and one of his most recent “perks” was more  
23 than \$4,000 for Super Bowl tickets paid for by the McCourt Enterprise.<sup>3</sup> [Exs. O, P, and Q;  
24 Wilhelm Depo., 44:13-45:3.] He also continues to keep two of the parties’ adult sons on the

25 \_\_\_\_\_  
26 <sup>3</sup> Frank has resisted discovery designed to establish the totality of his post-separation  
27 lifestyle, serving a Preliminary Declaration of Disclosure which omitted numerous categories of  
28 expenses from his Income and Expense Declaration, and only intermittently producing credit card  
invoices and other documents which would show at least a portion of what he and the McCourt  
Enterprise presently are spending on that lifestyle.

1 Dodgers' payroll, at salaries of \$400,000 and \$200,000, despite the fact that one is a graduate  
2 student at Stanford and the other works full-time for Goldman Sachs. [Wilhelm Depo., 115:5-18;  
3 116:2-5.] And, he presently has \$2 Million more per year, plus the cost of Jamie's former  
4 perquisites, available in the McCourt Enterprise to utilize since he summarily fired Jamie from her  
5 position with the Dodgers.

6 As established in the attached Supplemental Declaration of David J. Swan, CPA/AFV,  
7 Jamie needs \$988,845 per month in tax-free temporary spousal support from Frank to maintain her  
8 accustomed marital lifestyle, and Frank has the ability to pay that amount.

9 While that amount initially appears to be extraordinarily high, it must be viewed in  
10 perspective, relative to the overall financial circumstances of the parties and their extraordinarily  
11 high marital lifestyle. As recently as May 2009, in Frank's private placement offering to investors,  
12 he represented that the net equity of the McCourt Enterprise's holdings was in excess of \$2 Billion.  
13 The amount which Jamie requires to maintain the accustomed marital lifestyle is less than .0005%  
14 of that estimated net equity.<sup>4</sup> Furthermore, Jamie's monthly needs include \$403,995 per month,  
15 (more than 40% of the total) to cover her share of the carrying costs on the multiple luxury homes  
16 and unimproved lots owned by the parties. [Swan Initial Decl., ¶¶4A, 4F; Swan Suppl. Decl., ¶Ex.  
17 F.] And, based upon the total average monthly amount received by the parties from the McCourt  
18 Enterprise to pay their living expenses since 2004, either via cash distributions or through  
19 perquisites paid for their benefit, if the Court awards to Jamie the full amount which she has  
20 requested - - which it should - - then Frank still would have available to him, via cash distributions  
21 and perquisites, more than \$1.3 Million a month for his own living expenses.

22 As Mr. Swan's declaration and the accompanying fee declarations of Bruce E. Cooperman  
23 and Michael Kump further establish, the complexity of this matter, as revealed by the discovery  
24 conducted to date, coupled with the lack of timely cooperation by Frank in providing the  
25 information, both documentary and otherwise, which Jamie needs to properly prepare her case, has  
26 significantly increased both the estimated time which will be necessary to prepare her case and the

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27  
28 <sup>4</sup> Or, to put it another way, a 2% annual rate of return on that net equity, would generate  
more than triple the income required to pay that temporary support.

1 estimated amounts which she will need to pay her attorneys, forensic accountants and other experts.  
2 Therefore, this Court also should order Frank to pay \$5,700,000 to Wasser Cooperman & Carter and  
3 \$2,763,000 to Kinsella Weitzman Iser Kump & Aldisert as a *pendente lite* contribution toward  
4 Jamie's attorneys' fees, as well as an additional \$500,000 as a *pendente lite* contribution toward her  
5 forensic accountants' fees herein.

6 II.

7 ARGUMENT

8 A. The Primary Purpose Of A Temporary Spousal Support Award Is To Enable  
9 The Supported Spouse To Maintain The Accustomed Marital Lifestyle Pending  
10 Trial.

11 As the Second District Court of Appeal emphasized in Marriage of Dick (1993) 15  
12 Cal.App.4th 144:

13 “Awards of temporary spousal support do not serve the same purpose,  
14 nor are they governed by the same procedures, as awards for  
15 permanent spousal support. Pendente lite allowances and permanent  
16 allowances differ fundamentally in nature [citation] and function  
17 [citation]. The manifest purposes of pendente lite allowances to a  
wife are to enable her to live in her accustomed manner pending the  
disposition of the action and to provide her with whatever is needed  
by her to litigate properly her side of the controversy. [Citations.]”  
[Id. at 166 (emphasis added).]

18 [*Accord, Marriage of Burlini* (1983) 143 Cal.App.3d 65, 68 (“Temporary spousal support is  
19 utilized to maintain the living conditions and standards of the parties in as close to the status quo  
20 position as possible pending trial and the division of their assets and obligations (emphasis added);  
21 Marriage of Winter (1992) 7 Cal.App.4th 1926, 1932-33 (“The order for temporary support in this  
22 case was designed to preserve the status quo between the parties” (emphasis added); Marriage of  
23 Murray (2002) 101 Cal.App.4th 581, 594-95; Marriage of Wittgrove (2004) 120 Cal.App.4th 1317,  
24 1327-28.]

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1           **Jamie’s Declaration And The Two Carefully-Documented Declarations**  
2           **Submitted By Jamie’s Forensic Accountant Establish That The Amount**  
3           **Required By Jamie To Maintain Her Marital Standard Of Living Is \$988,845**  
4           **Per Month.**

5           In Marriage of Dick, 15 Cal.App.4th *supra*, the Court of Appeal noted that the wife had  
6 testified that the parties had enjoyed a lavish lifestyle which “included residences here and abroad,  
7 servants, continuous first-class travel, the use of expensive automobiles and unlimited funds for  
8 clothing and entertainment, among other luxuries.” [*Id.* at 165.] The Court concluded that such  
9 testimony, when coupled with the testimony of her forensic accountant regarding the average  
10 monthly amount which the parties had expended on that lifestyle during the last 17 months of their  
11 marriage, clearly supported the amount of monthly spousal support which the trial court had  
12 ordered. [*Id.*]

13           Here, the parties’ extraordinarily luxurious lifestyle far exceeded the lifestyle in Marriage of  
14 Dick. The cost of that marital lifestyle now has been carefully documented and established by  
15 Jamie’s forensic accountant, David J. Swan, CPA/ABV, of Gurse/Schneider LLP.

16           In his initial Declaration, Mr. Swan thoroughly analyzed the portion of those living expenses  
17 which had been paid for directly by the parties during the final 21 months of their marriage, as  
18 contained in the books and records of their business management firm, without quantifying the  
19 perquisites received from the Dodgers. Mr. Swan concluded that in order to maintain that portion  
20 of the marital lifestyle Jamie would require \$488,928 per month. [Decl. of David J. Swan (“Swan  
21 Initial Decl.”), dated October 27, 2009, ¶4.]

22           In her own declaration, Jamie described the parties’ marital lifestyle in great detail. She then  
23 further described the substantial portion of that marital lifestyle which consisted of perquisites paid  
24 for by the McCourt Enterprise. [Petitioner’s Decl., dated October 27, 2009, ¶¶ 51-80.] As Mr.  
25 Swan explained in his initial declaration, he was not then able to quantify the financial magnitude of  
26 those perquisites because Frank had not yet produced any of the relevant business records  
27 maintained by the McCourt Enterprise. [Swan Initial Decl., ¶5C.]

28           In his Supplemental Declaration, Mr. Swan has made only two significant adjustments to his

1 earlier calculation of the amount needed by Jamie to maintain the marital living standard based  
2 upon the expenses which were paid during marriage directly by the parties' business managers: He  
3 initially had allocated 50% of the expenses associated with the "Malibu IP" residence to each party.  
4 However, because the Court awarded exclusive use of that residence to Jamie in November 2009,  
5 Mr. Swan has adjusted that calculation to now allocate 100% of the monthly expenses of that  
6 residence to Jamie. He also added Jamie's 50% share of the debt service on a Comerica credit line  
7 which is secured by the Vail and Cotuit (Massachusetts) residences. Those two adjustments  
8 increase Jamie's monthly need, before consideration of perquisites, to \$544,497 per month. [Suppl.  
9 Decl. of David J. Swan ("Swan Suppl. Decl."), ¶13A.]<sup>5</sup>

10 Through discovery conducted over the past three months, Mr. Swan now has had an  
11 opportunity to review records maintained by the McCourt Enterprise and quantify most of the  
12 perquisites which constituted such a significant portion of the accustomed marital lifestyle. Mr.  
13 Swan has excluded from those perquisites the expenses benefitting Jamie which were determined to  
14 have been purely business-related, since Jamie was fired by Frank from her position as Chief  
15 Executive Officer (CEO) and Vice Chairperson of the Dodgers on October 21, 2009. However,  
16 even after excluding those business-related expenses, Mr. Swan has concluded that the perquisites  
17 paid for by the McCourt Enterprise, and which constituted a material part of Jamie's accustomed  
18 marital lifestyle, averaged \$444,348 per month during the final 18 months of the parties' marriage.  
19 [Swan Suppl. Decl., ¶13B, Ex. H.] When the perquisites are added to the directly-paid expenses,  
20 Jamie's monthly need for temporary support pending entry of judgment is in the amount of  
21 \$988,845. While that figure certainly is high, as discussed *supra*, based upon the average of \$2.31  
22 Million per month received by the parties during the marriage in combined ownership distributions  
23 and perquisites, such an order still would provide Frank with an average of more than \$1.3 Million a  
24 month to pay his own post-separation expenses.

25 Both of Mr. Swan's conclusions are thoroughly substantiated, and are wholly consistent with  
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27 <sup>5</sup> As noted *supra*, \$403,995 of that amount (more than 74% of the total) represents Jamie's  
28 share of the carrying costs of the residential real properties owned by the parties. [Swan Suppl.  
Decl., Ex. F]



