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ADMITTED IN MINNESOTA,
U.S. DISTRICT COURT OF MN
8TH CIRCUIT COURT OF APPEALS

September 14, 2018

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BY E-FILING

The Honorable Kevin W. Eide
Judge of the District Court
Carver County Justice Center
604 East Fourth Street
Chaska, MN 55318

Re: *In re Estate of Prince Rogers Nelson*, Court File No. 10-PR-16-46

Dear Judge Eide:

We write on behalf of CAK Entertainment, Inc. and Charles Koppelman (together, “CAK”) to respectfully request an adjournment, until after a forthcoming mediation among the parties, of the hearings, currently scheduled for October 2, 2018, on: (i) the August 2, 2018 motion (the “Fee Motion”) filed by the Second Special Administrator (“SSA”) on behalf of the Estate of Prince Rogers Nelson (the “Estate”), seeking an order for the return of purportedly “excessive compensation”; and (ii) CAK’s September 12, 2018 motion seeking an order recusing Your Honor from considering the Fee Motion (the “Recusal Motion,” and together with the Fee Motion, the “Motions”).¹

When the SSA scheduled the hearing for the Fee Motion, the Estate and CAK, among others, were in the process of scheduling a mediation to potentially resolve all of the disputes addressed in the SSA’s December 15, 2017 Report and Recommendation Concerning the Rescission of the Universal Music Group Agreement and May 15, 2018 Report and Recommendation of the Second Special Administrator Concerning the Jobu Presents Agreement,

¹ When counsel for CAK called Your Honor’s chambers to schedule a hearing date for the Recusal Motion, counsel and Your Honor’s clerk discussed whether the Recusal Motion should be brought in front of Your Honor or Chief Judge Messerich. Your Honor’s clerk informed counsel for CAK that Chief Judge Messerich advised that the Recusal Motion should be brought in front of Your Honor in the first instance. Thus, CAK noticed the Recusal Motion for October 2 before Your Honor.

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as required by the June 16, 2016 Advisor Agreement.² The mediation has now been scheduled, and will go forward on October 16 and 17.

Given that a mediation will take place in mid-October and could potentially moot the Motions, CAK believes that it would be in the interest of all parties to postpone the hearing and consideration of the Motions until after the mediation has been completed. The mediation will provide the parties the opportunity to resolve their disputes in a mutually acceptable manner, and if they do so, all parties, including the Estate, would avoid incurring significant and unnecessary costs associated with the Motions. Similarly, if the mediation is successful, the Court would also not be burdened with hearing and deciding the Motions.

Indeed, because, as noted, the Advisor Agreement requires that “all disputes” between the Estate and CAK “first be subject to non-binding mediation,” the filing of the SSA Motion -- and any hearing concerning that motion -- prior to the completion of the scheduled mediation is a breach of the Advisor Agreement by the Estate. As CAK has advised the SSA, CAK intends to seek to recover from the Estate its costs in connection with the Fee Motion as a result of the Estate’s breach of the agreement. Therefore, adjourning the hearings on the Motions would have the added benefit of reducing the amount of damages CAK suffers as a result of the Estate’s breach of the Advisor Agreement since CAK would not have to incur costs in opposing the Fee Motion and attending the hearing prior to the mediation.

Further, whether or not both of the Motions are adjourned until after the upcoming mediation, CAK also requests that the hearing on the Fee Motion be adjourned until after the Recusal Motion has been decided, and, if necessary, all of CAK’s appeals have been exhausted. Given the issues raised in the Recusal Motion, CAK believes that it would be most efficient to resolve that motion and any appeals before Your Honor is burdened with hearing and deciding the Fee Motion.

Accordingly, CAK respectfully requests that the Court (i) adjourn the hearing date for both of the Motions until a date after the parties complete their contractually-required mediation (which is scheduled for October 16-17); and (ii) at a minimum, adjourn the hearing date for the Fee Motion until after the Recusal Motion is decided and any appeals thereof are exhausted.

² Section 15(f) of the Advisor Agreement provides in relevant part that “all disputes pursuant to this Agreement shall first be subject to non-binding mediation.” Contrary to the SSA’s prior assertions to counsel for CAK, the Fee Motion is indisputably subject to the requirement to mediate, as it concerns a dispute regarding compensation paid and received pursuant to the Advisor Agreement.

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We advised the SSA, L. Londell McMillan, and counsel to NorthStar Enterprises Worldwide, Inc. ("NorthStar") of our intent to make this request for adjournment. Mr. McMillan and counsel for NorthStar consent to the request, and the SSA does not consent to the request.

Thank you for the Court's consideration of this request. We are available to discuss these or any other issues at the Court's convenience.

Very truly yours,



Erin K. F. Lisle

EKL:nam

cc: Peter J. Gleekel, Esq.
Alan I. Silver, Esq.
L. Londell McMillan, Esq.
Barbara P. Berens, Esq.
Erin K. F. Lisle, Esq.