

STATE OF MINNESOTA  
COUNTY OF CARVER

DISTRICT COURT  
FIRST JUDICIAL DISTRICT  
PROBATE DIVISION

In Re:

Estate of Prince Rogers Nelson,  
Decedent.

Case Type: Special Administration  
Court File No.: 10-PR-16-46  
Judge: Kevin W. Eide

**MEMORANDUM IN SUPPORT OF  
MOTION TO EXPAND THE AUTHORITY  
OF THE SECOND SPECIAL  
ADMINISTRATOR**

Omarr Baker, by and through counsel, brings this Memorandum in Support of the Motion to Expand the Authority of the Second Special Administrator. Peter J. Gleekel of the law firm Larson King, LLP (the “Second Special Administrator”) has indicated he will accept the below-described expanded authority if the Court grants it.

**BACKGROUND**

The late Prince Rogers Nelson died in Carver County on April 21, 2016. As a result of Prince’s death, his Estate is currently in probate in this Court. This Court found that Prince died intestate and appointed Bremer Trust, N.A. to serve as the initial special administrator for the Estate (“Bremer” or the “Special Administrator”). (*See* Order of Formal Appointment of Special Administrator, filed April 27, 2016; *see also* Order Confirming Appointment of Special Administrator, filed May 2, 2016; Order Determining Intestacy, Heirship & McMillan Matters, filed May 18, 2017.)

On January 20, 2017, this Court held that Bremer would cease to serve as Special Administrator of the Estate after January 31, 2017. (*See* Order for Transition from Special Administrator to Personal Representative, filed Jan. 20, 2017, p. 1.) The Order for Transition mandated the Personal Representative Comerica Bank & Trust, N.A. (“Comerica” or the “Personal

Representative”) and the Special Administrator to enter into a Common Interest Agreement. (*Id.*, p. 3.) This Court approved the Common Interest Agreement and stated that as a condition of the transfer from Special Administrator to Personal Representative, the two entities cannot be adverse to each other:

As a result of the Common Interest Agreement, Bremer Trust, Patrick A. Mazorol, and Stinson Leonard Street, LLP, on the one hand, and Comerica and Fredrikson & Byron, P.A., on the other hand, cannot, at any time, be adverse to each other in connection with this Estate.

(*Id.*, p. 4 ¶ 9.) The Personal Representative and the Special Administrator signed the court-approved Common Interest Agreement. As a result of this agreement, the Personal Representative is stripped of the right to bring claims against the Special Administrator or its counsel, Stinson Leonard Street, LLP.

On April 5, 2017, the Court directed the Personal Representative to “investigate and make an informed decision regarding whether any action should be pursued for the return of the advance paid by Jobu Presents to the Estate for the right to conduct the Tribute Concert, which advance was subsequently returned to Jobu Presents.” (Order Granting Special Administrator’s Request to Approve Payment of Special Administrator’s and Attorneys’ Fees and Costs through January 31, 2017 and Final Accounts and Inventory, dated April 5, 2017 at p. 5.)

On August 21, 2017, the Court appointed the Second Special Administrator pursuant to Minn. Stat. §§ 524.3-614(2) and 524.3-617. The Court stated “[t]he Personal Representative cannot or should not act to investigate the circumstances leading to the rescission of the UMG Agreement due in part to its Common Interest Agreement with the former Special Administrator.” (*See* Order Appointing Special Administrator, dated Aug. 21, 2017, at p. 1.) Therefore, the Court appointed the Second Special Administrator to investigate the circumstances leading to the rescission of the UMG Agreement.

As with the investigation regarding the rescission of the UMG Agreement, pursuant to the Common Interest Agreement, the Personal Representative cannot and should not act to investigate and make an informed decision regarding whether any action should be pursued for the return of the advance paid by Jobu Presents to the Estate for the right to conduct the Tribute Concert.

### **ARGUMENT**

**I. The Court Should Expand the Authority of the Second Special Administrator under Minnesota Statutes Section 524.3-614(2) for the Limited Purpose of Investigating the Jobu Presents Agreement Because the Personal Representative Comerica is Unable to Bring Such a Claim Due to the Language of the Common Interest Agreement.**

Minnesota Statutes Section 524.3-703(c) gives a personal representative of a decedent domiciled in this state at death standing to sue. *Prof'l Fiduciary, Inc. v. Silverman*, 713 N.W.2d 67, 71 (Minn. Ct. App. 2006). A personal representative also has the power to prosecute claims for the protection of the estate. Minn. Stat. § 524.3-715(22). However, if a personal representative cannot or should not act, the Court can appoint a special administrator to preserve the estate. Minn. Stat. § 524.3-614(2). The Court has power to limit the appointment of a special administrator to particular acts, or a specified period of time. Minn. Stat. § 524.3-617 (2016); *see also In re Estate of Krenik*, 2003 Minn. App. LEXIS 544, at \*3 (Minn. Ct. App. 2003) (appointing a special administrator for sole purpose of marketing and selling real property); *see also Botcher v. Botcher*, 2001 Minn. App. LEXIS 160, at \*6 (Minn. Ct. App. 2001) (probate court appointed a special administrator for sole purpose of determining whether contract could be challenged).

Here, the Common Interest Agreement precludes Comerica, the current Personal Representative, from bringing a claim on behalf of the Estate against Bremer, the former Special Administrator. (Order for Transition from Special Administrator to Personal Representative, filed Jan. 20, 2017, p. 1, ¶ 9.) However, the Court has directed the Personal Representative to “investigate and make an informed decision regarding whether any action should be pursued for

the return of the advance paid by Jobu Presents to the Estate for the right to conduct the Tribute Concert, which advance was subsequently returned to Jobu Presents.” (Order Granting Special Administrator’s Request to Approve Payment of Special Administrator’s and Attorneys’ Fees and Costs through January 31, 2017 and Final Accounts and Inventory, dated April 5, 2017 at p. 5.) Such an investigation includes taking a position adverse to Bremer.

The Court acknowledged in its order appointing the Second Special Administrator that “[t]he Personal Representative cannot or should not act to investigate the circumstances leading to the rescission of the UMG Agreement due in part to its Common Interest Agreement with the former Special Administrator.” (See Order Appointing Special Administrator, dated Aug. 21, 2017, at p. 1.) Similarly, with respect to the Jobu Presents agreement, because the Personal Representative cannot follow the Court’s direction pursuant to the express language of the Common Interest Agreement, this Court should expand the authority of the Second Special Administrator to include an investigation regarding whether any action should be pursued for the return of the advance paid by Jobu Presents to the Estate for the right to conduct the Tribute Concert. The scope of the Second Special Administrator’s proposed expanded authority is detailed in the accompanying Proposed Order.

### **CONCLUSION**

For all the above reasons, Omarr Baker respectfully requests this Court expand the authority of the Second Special Administrator to include an investigation regarding whether any action should be pursued for the return of the advance paid by Jobu Presents to the Estate for the right to conduct the Tribute Concert, which advance was subsequently returned to Jobu Presents.

Dated: October 30, 2017.

COZEN O'CONNOR

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