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STATE OF MINNESOTA DISTRICT COURT
COUNTY OF CARVER FIRST JUDICIAL DISTRICT

In Re the Estate of Transcript of Proceedings
Prince Rogers Nelson, File No. 10-PR-16-46
Deceased.

The above-entitled matter came on for probate hearing before the Honorable Kevin W. Eide, one of the Judges of the First Judicial District, at the Carver County Justice Center, 604 East 4th Street, City of Chaska, County of Carver, State of Minnesota, on April 7, 2017.

A P P E A R A N C E S:

Joseph Cassioppi and Mark Greiner, Fredrikson & Byron, P.A. appeared on behalf of Comerica Bank & Trust, NA.

Patrick Cousins, Cousins Law, APA, appeared.

Jacqueline J. Knutson, Official Court Reporter

1 THE COURT: Good morning, folks. We'll go on
2 the record in the matter of the Estate of Prince Rogers
3 Nelson. This is Court File PR-16-46.

4 Can I ask the parties to note your appearances.

5 MR. CASSIOPPI: Good morning, Your Honor. Joe
6 Cassioppi and Mark Greiner from Fredrikson & Byron on
7 behalf of the Personal Representative, Comerica Bank and
8 Trust, N.A.

9 THE COURT: Very good.

10 MR. COUSINS: Good morning, Your Honor. Good
11 day. I'm Patrick Cousins from Cousins Law, APA, West
12 Palm Beach, Florida. We're here on behalf of Cousins
13 Law, APA.

14 THE COURT: Very good. Thank you.

15 Folks, I just wanted to clarify a couple of
16 things before we get started with the argument. By my
17 looking at things, the record for this motion would
18 constitute the following: There was a petition that was
19 filed with the Court on February 8th. Comerica has
20 brought a motion to dismiss the petition and filed a
21 memorandum with that. Mr. Cousins has filed a reply
22 memorandum and Comerica filed a response to that. There
23 are a number of attachments that would include written
24 statements of claims, disallowance notices, those types
25 of things. On behalf of Comerica, do you believe that

1 constitutes the record for this motion?

2 MR. CASSIOPPI: Yes, Your Honor.

3 THE COURT: And Mr. Cousins.

4 MR. COUSINS: No, Your Honor. I would think
5 that the record would also include the December 6th,
6 2016, the file that we made -- that we believe was the --

7 THE COURT: The December 6th.

8 MR. COUSINS: Right. On December 6th --

9 THE COURT: Well, let me stop you. That is an
10 attachment to, I think, more than one of the documents
11 that I just referred to.

12 MR. COUSINS: It may be, but we went ahead --
13 initially on December 6th we sent -- to start the action
14 with the Court -- we sent it certified mail, the Court
15 received it, and after not getting a hearing date, that's
16 when we filed the document you're referencing in
17 February -- it was actually filed sometime in January --
18 requesting that the Court set this matter for hearing.

19 THE COURT: Very good. I'll ask you, Mr.
20 Cousins, it may be different than most courtrooms, but to
21 stay seated while you're speaking. The reason for that
22 is just that the microphones pick up better when you do
23 so.

24 MR. COUSINS: No problem. I'm from Florida and
25 we normally have to stand. So thank you for that.

1 THE COURT: Yes. And as I travel to different
2 courthouses, they all stand there too. It's something
3 that's more -- we have an excellent sound system.
4 Particularly with the cameras here, it's helpful, but
5 even without, it's nice to make sure the microphones are
6 working.

7 So, secondly, on behalf of Comerica it would
8 appear to the Court that this motion for dismissal is
9 based on either Rule 1203, a motion to dismiss on the
10 pleadings, or summary judgment motion under Rule 56 and
11 they are somewhat interrelated in the rules. Again, on
12 behalf of Comerica, would you agree?

13 MR. CASSIOPPI: I would, though we brought the
14 motion under Rule 12 and for purposes of our argument are
15 relying strictly on the pleadings as they were submitted
16 to the Court.

17 THE COURT: And, Mr. Cousins, would you also
18 agree?

19 MR. COUSINS: I would agree that -- I was
20 prepared to argue on Rule 12 and not 56 on summary
21 judgment because I didn't see it that way.

22 THE COURT: All right. Then, on behalf of
23 Comerica, go ahead.

24 MR. CASSIOPPI: Thank you, Your Honor. Joe
25 Cassioppi on behalf of Comerica.

1 As the Court mentioned, we're here on a motion
2 to dismiss the Cousins Law, APA, petition for allowance
3 of a previously disallowed claim. And by way of brief
4 background, Minnesota Probate Code has a specific and
5 straightforward requirement for a creditor of an estate
6 to present a claim and then to bring a challenge if that
7 claim is disallowed. And those requirements are set
8 forth in Minnesota Statute Section 524.3-804.

9 As relevant here, a creditor presents a claim
10 by either submitting it to the fiduciary here with the
11 Special Administrator, or the creditor can file that
12 claim with the Court. If the claim is then disallowed by
13 the Estate, the creditor has two months to commence a
14 proceeding after receiving notice of disallowance.
15 Failure to do so acts as a bar to the creditor proceeding
16 on the claim unless the Court extends the deadline on a
17 petition by the creditor, quote, "to avoid injustice,"
18 close quote. But before the Court does that, before the
19 Court could even extend a deadline, the statute
20 specifically requires the Court to look at whether by
21 extending the deadline they would impact the Statute of
22 Limitations. So the claim statute itself requires, as a
23 step before the Court would ever extend that two-month
24 deadline, specifically requires the Court to look at the
25 applicable limitations raised on the claim.

1 With that legal framework, it is clear that
2 Cousins' petition is barred both under the claim statute
3 and by the six-year statute of limitations in Minnesota
4 for breach of contracts' claims. Cousins presented its
5 claim to the Special Administrator on September 2nd,
6 2016, and it is undisputed that Cousins received the
7 Special Administrator's notice of disallowance of the
8 claim on October 27th, 2016. If you look at the Notice
9 of Disallowance, which is attached as Exhibit D to
10 Cousins' response, it clearly and unambiguously notified
11 Cousins, quote: "Your claim will be barred unless you
12 file a petition for allowance with the Court or commence
13 a proceeding against the Special Administrator not later
14 than two months after the mailing of this notice to you,"
15 close quote.

16 Cousins did not comply with the statutory
17 deadline. Instead, it waited more than three months to
18 file this petition. As a result, under the plain
19 language of the claim statute, the claim is barred as a
20 matter of law. Because it's barred, the Court doesn't
21 need to look any further. But to the extent that the
22 Court does decide to look at the Statute of Limitations,
23 it's also time barred as a matter of Minnesota law under
24 the applicable limitations period. If you look at
25 Exhibit A to Cousins' response, the claim that was

1 submitted to the Special Administrator consisted of a
2 one-page summary letter and a one-page summary invoice
3 seeking just under \$600,000 in legal fees for services
4 rendered. The invoice doesn't have any detail on it.
5 But the letter states that the claim is for services
6 rendered in connection with the Decedent's divorce. And
7 if you look at Judge Fraser's order from Hennepin County,
8 which is attached to my February 28th declaration, which
9 the Court can consider on a Rule 12 motion because it's a
10 public record, the Decedent's divorce closed in
11 October of 2007. So any claim based upon legal services
12 rendered in connection with that divorce is time barred
13 at 2013 at the absolute latest.

14 Cousins raises two arguments on why his claim
15 is not time barred. First, if you look at paragraph 16
16 of his response, it states without any explanation that
17 this bill did not become due until April 1st, 2016. The
18 problem with that argument is, if you just look two
19 paragraphs earlier, paragraph 14, paragraph 14 states:
20 "Claimant has a claim against the Estate for accounts
21 stated and for legal services rendered based on the fact
22 that Decedent did not contest or challenge any of the
23 billing statements he received from claimant during the
24 time claimant rendered legal services to Decedent."
25 Right? So, Cousins cannot on one hand say, "Well, our

1 bills weren't even due until April of 2016." And then on
2 the other hand say, "Well, the Estate is barred as a
3 matter of account stated because we submitted bills back
4 in '06 and '07 when we were doing our work and the
5 Decedent didn't respond to those or oppose those so the
6 Estate is bound by that. Cousins' very arguments
7 establish that these invoices were due and outstanding as
8 of the time services were rendered -- which at the
9 latest, again, based upon what's in the pleadings, what's
10 in the four corners of the pleadings -- was services
11 rendered in connection with the Decedent's divorce.

12 The other argument raised by the Cousins' firm
13 is that it states that Cousins represented the Decedent
14 on nondivorce matters. Again, that's not in the
15 pleadings so we can't consider it, but conspicuously
16 absent from any submission we've received from Cousins
17 whatsoever is any assertion that there were any services
18 rendered within the limitations period. And for that
19 reason and for all the reasons stated in our briefing and
20 here today at the argument, we respectfully request that
21 the Court grant the Personal Representative's motion to
22 dismiss.

23 THE COURT: So I may be doing some of Mr.
24 Cousins' work for him, but I think that an argument may
25 be made that the written statement of claim that Mr.

1 Cousins referred to in -- on December 6th, 2016,
2 constitutes a petition before the Court under 524.3-804.
3 Can you respond to that?

4 MR. CASSIOPPI: I can, and I'll tell you why.
5 If you look at the claim statute, what that filing with
6 the Court did and what that would have been sufficient
7 for, and, in fact, what that form is for, that was used,
8 that is how you present a claim. That is how you present
9 a claim. So if that had been the initial presentation,
10 that would have been sufficient under the claim statute.
11 But what is clear under the claim statute and is crystal
12 clear in the notice of disallowance, there is no question
13 here that notice was provided to Cousins' firm, and
14 Cousins' firm, of course, is a law firm and should be
15 presumed to have read what was provided to it and should
16 be required to comply with Minnesota law. The notice of
17 disallowance under Minnesota law requires a petition for
18 allowance or an actual claim be asserted against the
19 Estate. Neither of those took place here. And so while
20 that notice, notice of claim, may have been sufficient,
21 in fact, would have been sufficient to present a claim,
22 it was not sufficient under Minnesota law to constitute a
23 petition for allowance of a disallowed claim.

24 THE COURT: Taking it one step farther then --
25 and you alluded to this, I think, in your initial

1 comments -- the statute allows me to extend the time
2 period to avoid injustice to the Court, assuming that Mr.
3 Cousins intended to file a petition but filed a written
4 statement of claim. A lot of people would say we're
5 talking about wordsmithing. Why shouldn't I extend the
6 time period?

7 MR. CASSIOPPI: The Court is permitted to
8 extend the time period as a matter of discretion. But
9 it's not -- it really requires more than a showing of
10 potential harm. It shows -- the legislature used the
11 term "injustice." And there are maybe certain
12 circumstances under which that escape hatch would be
13 warranted, but this is not one. Here we had a notice of
14 disallowance provided to a law firm that had all of the
15 available means to comply with what is required by
16 Minnesota law. In fact, a law firm that is seeking
17 \$600,000 from the Estate for legal services performed on
18 behalf of a Minnesota client. So they should have
19 required -- the Cousins firm should be required to comply
20 with Minnesota law, and not having read the notice of
21 disallowance, or not having done the required research
22 necessary to know what is necessary to bring a petition,
23 that does not justify -- that does not create injustice.
24 It does not reach the high standard required to reach
25 injustice.

1 And, again, if you look at Subdivision 3 of the
2 claim statute, before doing that, the Court needs to look
3 at the next issue which is the limitations period issue,
4 and these claims are clearly time barred. And so because
5 of that reason, because there is not a valid claim on the
6 merits that can proceed, the Court should not use its
7 discretion to extend the filing deadline.

8 And as a final matter, I will say also that
9 this requires a petition, petition requesting an
10 extension of the deadline, and no petition has been
11 filed.

12 THE COURT: Thank you. Mr. Cousins.

13 MR. COUSINS: Your Honor, if it may please the
14 Court. Your Honor, several issues I'd like to bring up
15 and not in much detail but as a preliminary observation.

16 As you can see in my memo, and obviously Your
17 Honor read it, there has been some difficulties, it
18 appears, from the Special Administrator and the Personal
19 Representative in just reaching me. My address hasn't
20 changed in several years. My phone number, e-mail, fax
21 hasn't changed, but yet when the first disallowance of
22 claim was trying to be sent to me, the document came
23 weeks late from the day it was mailed. Then when I tried
24 to reach the Special Administrator at the time to discuss
25 it, no returned phone calls, no response to e-mails.

1 Then, finally, after pursuing the thought of trying to
2 find out whether or not the document that I received,
3 which was a document that was meant and intended for
4 someone else, they had filed a disallowance of claim to
5 another entity and sent it to me instead, I then received
6 a notice of disallowance using the very same dates that
7 the document originally was supposed to come to me.

8 And I only bring that up because I could have
9 sat and done nothing on that statement of claim and let
10 the time run and then turn around and go, "Oh, you guys
11 blew the deadline in disallowing my claim." But I
12 thought the whole process, especially when you're dealing
13 with lawyers, is to just try to get to the truth of the
14 matter and get things resolved as quick as we can. While
15 I can appreciate that we obviously have to meet
16 deadlines, I can go through and show Your Honor that the
17 question you asked to opposing counsel as to the
18 December 6th document that we filed, when I look at the
19 statute -- and I didn't just look at it myself. We had
20 other lawyers in Minnesota look at it also -- and when we
21 filed our claim, which we believe was an action on
22 December 6th, there wasn't any doubt that we were putting
23 the Court on notice that we had previously been denied by
24 the Special Administrator and we now are coming to the
25 Court for its assistance in helping us bring this claim

1 forward. This case has had many moving parts to it, so
2 many lawyers and litigants, we weren't trying to create a
3 firestorm. We were just trying to put the Court on
4 notice to be put in line to the fact that we had this
5 claim.

6 THE COURT: I think you're clear -- the Cousins
7 Law, APA's response to Comerica's motion to dismiss
8 acknowledges that you received the notice of disallowance
9 on October 27th, correct?

10 MR. COUSINS: That's correct. As best I can
11 remember, based upon the -- when the document finally
12 came in. We had stamped it in the office, but the date
13 of the letter was, I think, the 18th. So the only thing
14 I could go by was that. And the exhibit I'm referencing
15 now is our Exhibit E to our response, which is the
16 December 6, 2016, certified letter to the Court which we
17 believe was our proper claim that was made to the Court
18 to start the action.

19 Now, the Personal Representative has argued
20 that we should have filed a petition for allowance.
21 Well, I look through the statute, and I look through it
22 then, I looked through it the subsequent months, and I
23 looked through it again this morning and I just don't see
24 that language. And so that term "in its totality"
25 doesn't exist in the statute.

1 THE COURT: Let me stop you there.

2 MR. COUSINS: Okay.

3 THE COURT: In 524.3-804, subd. 1, refers to
4 "The Claimant may deliver or mail to the Personal
5 Representative a written statement of claim."
6 Subdivision 2 starts out, "The claimant may commence a
7 proceeding against the Personal Representative in any
8 court where the Personal Representative may be subjected
9 to jurisdiction." Now, this would occur after there had
10 been a notice of disallowance. One refers to a written
11 statement of claim. The other refers to a proceeding
12 against the Personal Representative. You used the same
13 form for both. Why -- it appears to me that it's obvious
14 the legislature intended two separate types of actions.

15 MR. COUSINS: Okay. I see, Your Honor.
16 Respectfully, I didn't use the form for the first one.
17 We wrote a letter and we attached the statement of claim
18 that we made. So that's what we did. The form came in
19 after the research that we did in believing that that was
20 the proper document to use. And what I was saying was
21 the words that I didn't find was "petition for
22 allowance." Because that's what -- the argument was made
23 that we should have filed a petition for allowance. And
24 we looked.

25 When we got their notice that they're

1 disallowing the claim, I then looked at the wording and I
2 couldn't find that to match up. So when we did send in
3 what we thought was proper and followed up with the Court
4 and we didn't get a hearing, we said, "Well, okay, we'll
5 file for a hearing." Because that is obviously what is
6 needed to get us to this point to make a determination.

7 In the meantime, the Special Administrator had
8 been moving to be relieved of his duties. The Personal
9 Representative was coming in and we didn't hear heads or
10 tails -- I'm not saying it's their responsibility -- but
11 we didn't hear anything from the other side regarding it.
12 And, again, as you brought out, it almost appears that it
13 is form over substance because we did everything that we
14 thought we were doing necessary to make the Court aware
15 that the Special Administrator had denied our claim and
16 now we're coming to the Court for its assistance. And
17 that was the basis for doing that.

18 When I went through the rules to determine the
19 definitions of the various sections, for instance, "What
20 does a claim mean under 524.1-201?" Even "What does
21 Court mean?" "What does petition?" "Proceedings?" And
22 it got to the point where I said, "Well, it would seem to
23 me that we were trying to start a proceeding, trying to
24 get this in front of the Court." And then I tried to
25 find what the definition of that was and it says, under

1 524.1-201(42), "Proceeding includes an action at law or
2 inequity." No definition of the word "action" was in the
3 statute. So I went to *Black's Law Dictionary* and it
4 says, "Acquiring a benefit, interest or right by
5 enforcing a remedy, action or procedure established by a
6 court decision." Then I looked up probate proceeding. "A
7 probate proceeding is a court action that deals with the
8 matters of an estate and wills."

9 So in looking through all of that, I came to
10 the understanding that the way the rules are written in
11 Minnesota, it almost appeared that the founding fathers
12 wanted them to be liberally applied because they weren't
13 specific in points even consistent with the notice that
14 we received of what we were supposed to file, again, when
15 they said we needed to file a petition for allowance. So
16 that's our position as it relates to that part of the
17 argument.

18 And if you look at the facts as to what we've
19 done, we filed within the time the documents that we
20 believe are sufficient. We then filed another document
21 on January 26th, after not receiving a hearing date.
22 Still didn't hear anything from anyone. Comerica says
23 that the only thing that I'm claiming the bill is for is
24 for Prince Rogers Nelson's divorce. In the petition and
25 every document we filed, I wrote in, "Amongst other

1 things." I noticed that any time that I would even raise
2 my hand as anything relating to this case I would either
3 end up in newspaper, on the television, or somewhere that
4 was bringing light to the case that was unnecessary. So
5 I didn't go into a lot of details as to all that would
6 come out in an evidentiary hearing.

7 And I've been keeping things close to the cuff.
8 I represented Mr. Nelson for a long time. I've got 120
9 boxes of files that I still keep in storage that I keep
10 paying for every month. And there's a lot of things that
11 I know that I've just been keeping quiet. So in filing
12 my petition, in filing my documents, again, even in these
13 responses I try to be as close to the cuff as I can and
14 at the same time getting the information that is
15 necessary to help us to move forward. I read the statute
16 on "motion to dismiss" and they're similar to the ones in
17 Florida, where I practice, where you base it on the
18 documents that were filed. You don't go beyond them.
19 And if the Court can find a way to save the claim, the
20 documents that are -- the pleadings that are put forward
21 could create a claim. If they were true, then the Court
22 denies the motion to dismiss.

23 The fact that there was a condition precedent
24 to our payment is nothing new with Mr. Nelson and myself.
25 That's how most of our interactions were. He had a

1 different way of looking at things. But it was very
2 clear, and I could proffer that if we had an evidentiary
3 hearing I would be able to testify to the admissions that
4 he made to me, the fact that he never disputed a bill.
5 And it wasn't that he didn't dispute the bills when he
6 received them. We would continue to send him bills. He
7 would continue to get them to the point that he would
8 tell me, "Stop sending them. You know what the
9 arrangement is." So the statements that were made as to
10 the bills being sent and he acknowledged that he didn't
11 dispute them. He never disputed them. He eventually
12 always paid all of his bills to us and we never really
13 had a problem. Some may say, "Well, why did this bill
14 linger so long?" Well, to us it wasn't that long when
15 the evidence comes in as to other things that we were
16 doing for him.

17 Nobody thought that Mr. Nelson was going to die
18 when he did. And clearly if we did, we might have gone
19 about things a little differently. But it doesn't change
20 the fact that the statements, the account stated, and the
21 condition precedent, there were certain things that he
22 needed us to get done, it still related some to his
23 divorce and some other matters, that he said until we got
24 those done, he wasn't going to pay us. Didn't dispute
25 the bill. Didn't have any issue with it. But that's how

1 that went. And, of course, our bill with him was before
2 he died, it wasn't something that was done after. And as
3 each subsequent time, we'd bring up the bill on the
4 system -- as you might notice you'll see September 22nd,
5 2016 -- every time we run the bill the program caused the
6 bill to kick forward to the date that you ask it to run.

7 So I just want to take a second and make sure
8 that I covered all the points that I wanted to make. I
9 just...

10 THE COURT: Take your time and make sure you
11 got everything covered.

12 MR. COUSINS: Your Honor, to the extent that --
13 between the arguments that were made and the questions
14 that I didn't want to be repetitive on, I believe that I
15 covered it. If Your Honor has a question that I might
16 have missed that you were inquiring about in your mind,
17 I'm sure I'd have the answer for it.

18 THE COURT: I haven't been bashful. When I've
19 had a question, I've asked.

20 MR. COUSINS: All right. Thank you, Your
21 Honor. I didn't mean to be disrespectful in that
22 statement.

23 THE COURT: Not at all.

24 Mr. Cassioppi.

25 MR. CASSIOPPI: Just a few points, Your Honor.

1 First, with respect to the difficulties that
2 were referenced with respect to the Special
3 Administrator, I can't speak to those other than to say
4 that ultimately that's a red herring because the notice
5 of disallowance was timely provided to Cousins Law and
6 they simply did not respond. Much of Cousins Law's
7 argument revolved around this notion that the firm didn't
8 understand what type of form to use and they did a fair
9 amount of research and it still -- it had a -- it is
10 almost an ignorance of the law argument. Ultimately that
11 doesn't work. And that is not sufficient. And it's not
12 an excuse for not complying with the law. Ultimately
13 Cousins Law would have been well served by retaining a
14 Minnesota law firm or an attorney licensed to practice in
15 Minnesota law -- in Minnesota who could advise them on
16 the law rather than trying to analyze it from outside the
17 jurisdiction. And having not done that, ignorance of the
18 law simply is not an excuse.

19 Again, the notice of disallowance provided --
20 used very specific language and advised Cousins Law
21 exactly what it needed to do, which was: File a petition
22 for allowance with the Court or commence a proceeding
23 within two months. They didn't do that. It's time
24 barred.

25 Finally, on the limitations period. With

1 respect to what the Court looks at and what the Court can
2 analyze, I'd refer the Court to the *Jacobson* and *Peterson*
3 decisions, which is cited in our briefs. And what they
4 state is that if the Court looking at the pleadings and
5 looking at what is actually been alleged, if as part of
6 that analysis it is clear that the claims are time
7 barred, then the Court should dismiss the pleadings. And
8 the pleadings as what was actually submitted -- and we
9 have haven't heard anything to the contrary here today
10 even -- that all services provided were provided more
11 than six years before this claim was submitted.

12 Finally, with respect to this argument that
13 there was a condition precedent or that this bill didn't
14 really become owing until April 1st, 2016, that's
15 contrary to Minnesota law. A creditor cannot reap,
16 unilaterally reaffirm a debt by sending a new invoice.
17 What is crystal clear following the comments by Cousins
18 Law here today, is that they -- the firm was invoicing
19 the Decedent for services rendered as they were rendered.
20 And, in fact, it sounds like the Decedent was even making
21 payments on those from time to time. A cause of action
22 for breach of contract or account stated accrues as soon
23 as that initial invoice is due. As soon as that initial
24 invoice is due. And we know that it was due and these
25 items were being -- these services were being invoiced at

1 the time they were rendered based upon the admissions of
2 Cousins here today. And so for all of those reasons,
3 we'd ask the Court to grant the motion to dismiss.

4 THE COURT: With respect to the last point that
5 you made, are the *Jacobson* and *Peterson* cases that you
6 referenced, do they stand for the proposition that the
7 contract is established and a debt is due as soon as the
8 initial invoice is sent or are they on a different point?

9 MR. CASSIOPPI: The *Peterson* case is a breach
10 of contract case, and I don't think it uses that specific
11 language because I don't think it is an invoice case.
12 What it says is that a cause of action accrues at the
13 time that performance is due under the contract. And
14 under that particular contract, it was clear from the
15 pleadings, even without looking at the contract, that the
16 cause of action had accrued 20 years earlier when
17 performance was due, and that was read in the complaint.
18 So based on that, the Court was able to say "This is
19 clearly time barred." And I don't even need to look at
20 the contract and we don't need to do discovery. I can --
21 the Court decided that on a motion to dismiss standard
22 that it was time barred and could not proceed beyond the
23 initial pleadings stage.

24 THE COURT: Thank you.

25 Mr. Cousins, any last word?

1 MR. COUSINS: One moment, Your Honor.

2 The only thing I can say, Your Honor, is that
3 there was word made by opposing counsel as to the Court
4 basically not using its power and discretion if they did
5 find -- the Court found that the claim was untimely filed
6 that the word "injustice" doesn't exist here. I think
7 this would be one of the biggest injustices in this whole
8 case because not only did we do work for Mr. Nelson when
9 he was alive and continued to do it up until his death,
10 but the work that we did was significant and has kept the
11 Estate in the position that it was in prior to his death.
12 Saved a lot of money for the Estate. And to deny work
13 that's clearly done -- and I have the bills, I have all
14 the time tickets, I have them all but, again, didn't
15 submit them because it's not the evidentiary hearing
16 standpoint -- would be an injustice because from my brief
17 cursory look at the files and what has happened so far,
18 it just shocks me that nobody has reached out to me to
19 ask me some of the questions, to get some of the answers
20 that they could have gotten in this Estate. And it would
21 have saved thousands and thousands of dollars and time in
22 doing so.

23 I can't opine to as why not, but I do know the
24 work that we did was valuable and I know Mr. Nelson never
25 doubted the benefits of what we did for him, and I would

1 clearly state, unequivocally, that there's not a document
2 you're going to find where he has written or said
3 otherwise. So that's the only thing that I have left to
4 say, Your Honor.

5 THE COURT: Very good. Thank you.

6 MR. CASSIOPPI: Your Honor, if I may, one final
7 comment with the respect to the notion that Mr. Cousins'
8 law firm has not been reached out to.

9 The Special Administrator did reach out to the
10 Cousins Law firm and requested access to its files, and
11 the Cousins Law firm responded by demanding literally
12 hundreds of thousands of dollars in copying charges as a
13 condition and without that payment refused to provide
14 anything. So the notion that there has been no contact
15 between the Cousins firm and the Estate is completely
16 false.

17 MR. COUSINS: May I respond to that, Your
18 Honor?

19 THE COURT: You may.

20 MR. COUSINS: Okay. That's a shocker. A
21 request was made to us sort of strong-handedly that I had
22 to turn over all my files or else. And I explained that
23 we've been holding these files for sometime and they're
24 full of very sensitive information so I can't just ship
25 you all these boxes and hope that everything works out.

1 I don't even know specifically what's in each and every
2 box and what might be co-mingled in there with other
3 documents. So when I was asked by the Special
4 Administrator -- and when I say "communication," I mean
5 communication regarding the merits of the case of what
6 can be done to determine -- the communication that he's
7 referring to is "Send me your boxes."

8 So the communication that ensued after they
9 asked for the boxes was -- after consulting with
10 counsel -- was what do you do? Well, in this very case
11 the Special Administrator asked a particular firm to go
12 through one of their boxes for a file that they worked on
13 with Mr. Nelson and they paid them. What I asked for
14 them to do the same task was about a third of what the
15 per box rate was for what this particular firm was paid
16 -- and I don't know if they just said no or they never
17 responded. Then there was a petition that was filed at
18 some point, my chief judge down in West Palm Beach
19 brought it to my attention that it was never acted upon
20 seeking those boxes through subpoena. I didn't hear
21 anything more.

22 So when I speak about communication, I'm saying
23 Special Administrator and others have gone and sought out
24 experts and other folk that helped them understand Mr.
25 Nelson's estate. And here you have a lawyer that

1 represented him from 2004 on a daily basis all the way
2 through 2009 and then thereafter did other work for him.
3 Never was there a conversation or a return phone call on
4 my volley of "What can I do to help?" That's their
5 prerogative, but I'm just saying to turn and say the work
6 that I've done is not valuable, I sit back and look at
7 some of these issues that are going on and I go, "I knew
8 that. Why didn't they call me about that? I know that
9 answer." They spent time with a firm that we hired to
10 help us to do his divorce because I'm not licensed in
11 Minnesota, that very fine law firm helped us, but I was
12 the one that signed the documents and made the arguments
13 in that divorce case. And when it came time to finding
14 out about the divorce, they asked that firm to help,
15 didn't ask me. Which, again, is their prerogative. But
16 my point simply is we've done a lot of work, Judge.
17 We're not in here trying to ask for something we don't
18 deserve. If we called it X and it should have been Y, I
19 don't think it stops the fact that we did everything we
20 believed possible and we did consult with lawyers in
21 Minnesota and they didn't seem to have a problem with
22 that document.

23 So folly on me for getting bad advice if the
24 Court finds it.

25 THE COURT: Well, with respect to the last

1 comments Mr. Cassioppi brought up the issue, I allowed
2 you to respond just to keep the record fair, but when I
3 talked with you folks at the beginning of the hearing we
4 talked about what this motion is. This is a motion on
5 the pleadings and that is what I'll be ruling on.

6 MR. COUSINS: I understand, Your Honor.

7 THE COURT: All right. Then unless there's
8 anything else to address today, we'll conclude the
9 hearing.

10 Mr. Cassioppi.

11 MR. CASSIOPPI: Nothing from the Estate, Your
12 Honor.

13 THE COURT: Mr. Cousins.

14 MR. COUSINS: Thank you, Your Honor.

15 THE COURT: Thank you. Have a great day.

16 (Whereupon, the proceedings concluded.)

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REPORTER'S CERTIFICATE

I, Jackie J. Knutson, Official Court Reporter in and for the County of Carver, First Judicial District, State of Minnesota, do hereby certify that the foregoing transcript consisting of 28 pages constitutes a true, complete and accurate transcript of my Stenographic notes taken at the time and place indicated above in the matter of the Estate of Prince Rogers Nelson.

Dated this 25th day of
August, 2017.

/s/ Jackie Knutson
Jackie J. Knutson
Official Court Reporter
First Judicial District