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Trustee of Marion "Suge" Knight, Jr.*

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION**

In re) CASE NO. 2:06-bk-11205-VZ
)
DEATH ROW RECORDS, INC.,)
) Chapter 11
Debtor.) Adv. No. 2:08-ap-_____-VZ
)

R. TODD NEILSON, Chapter 11 Trustee of) **COMPLAINT FOR**
Debtor DEATH ROW RECORDS, INC.; and) **DECLARATORY AND**
RICHARD K. DIAMOND, Chapter 11 Trustee) **INJUNCTIVE RELIEF**
of Debtor MARION "SUGE" KNIGHT,
Jr.,)
)
Plaintiffs)
)
v.)
)
GLOBAL MUSIC GROUP INC., a New York)
Corporation; ENTERTAINMENT ONE LTD.)
)
Defendants.)
)

JURISDICTION AND VENUE

1
2 1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 151, 157 and
3 1334. This suit arises under the Chapter 11 cases of *In re Death Row Records, Inc.*, Case No.
4 2:06:bk-11205-VZ and *In re Marion "Suge" Knight, Jr.*, Case No. 2:06-11187-VZ. This is a core
5 matter under 28 U.S.C. §§ 157(b)(i)(A), (N) and (O).

6 2. Jurisdiction is also conferred by Section 5(A) of the Sale Procedures Orders, which
7 provides: "All bidders shall be deemed to have consented to the core jurisdiction of the Bankruptcy
8 Court." This is consistent with Section 18(a) of the GMG Asset Purchase Agreement ("APA")
9 which provides that "Buyer and Seller irrevocably and unconditionally consent to submit to the
10 jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement
11 and the transactions contemplated hereby (and agree not to commence any litigation relating hereto
12 except in the Bankruptcy Court), and agree that any dispute hereunder will constitute a core
13 proceeding."

14 3. A bankruptcy court has jurisdiction to interpret and enforce its own orders.
15 Beneficial Trust Deeds v. Franklin (In re Franklin), 802 F.2d 324, 326 (9th Cir. 1986) ("Simply put,
16 bankruptcy courts must retain jurisdiction to construe their own orders if they are to be capable of
17 monitoring whether those orders are ultimately executed in the intended manner.").

18 4. Venue in this Court is proper pursuant to 28 U.S.C. § 1409.

PRELIMINARY STATEMENT

19
20 5. This Adversary Complaint is brought by the Trustees of the Death Row Records and
21 Knight Estates because, some two months after the June 24, 2008 hearing approving the Trustees'
22 sales motion, the sale of the Estates' assets has failed to close. The Successful Bidder (as defined in
23 paragraph 5(A)(c) of the Sale Procedures Order, Docket No. 535), Global Music Group, Inc.
24 ("GMG" or "Global NY"), which bid twenty-four million dollars (\$24 million) for the assets, failed
25 to consummate the acquisition by July 23, 2008, as required, and, despite the Trustees' granting
26 forbearance of GMG's breach until July 29, 2008, GMG was still unable to close. Since July 29,
27 GMG has continued to fail to forward the purchase money, instead making a number of requests for
28

1 extension, none of which has been granted by the Trustees.

2 6. The Back-Up Bidder, Entertainment One Ltd. (“E1”), when advised by the Trustees
3 of its obligation to close in light of GMG’s failure, declared that it did not intend to close the
4 transaction and that it considered its obligations, plainly stated in this Court’s Orders approving the
5 sale filed on July 9, 2008, unilaterally “terminated.”

6 7. As a result, without waiver of their rights against GMG and E1, the Trustees have re-
7 opened discussions with other potential buyers. GMG, however, has interfered with these
8 discussions, actively disputing and impeding the Trustees’ right to entertain proposals from third
9 parties.

10 8. In an August 15, 2008 email sent to the Trustees and other persons by GMG’s
11 counsel Kathleen March (attached as Exhibit “A”), with no legal basis whatsoever, accused the
12 Trustees of breach of contract and tortious interference with prospective economic advantage and
13 demanded that the Trustees cease and desist from negotiations with other parties.

14 9. In an August 19, 2008 email (attached as Exhibit “B”), Ms. March reiterated the
15 threats and demands of her August 15 missive; demanded that the Trustees grant her client a 28-day
16 extension of GMG’s time to purchase the assets; and instructed the Trustees to “put the word out in
17 the music community . . . that the Trustees are contractually bound to sell the DRR/Knight assets to
18 Global NY, and are not going to discuss selling the assets to any person or entity other than Global
19 NY.” On information and belief, GMG has made similar claims and demands to third parties
20 interested in negotiating with the Trustees, with the specific intent of disrupting and preventing the
21 Trustees from consummating a sale with another purchaser.

22 10. In response to these communications, the Trustees sent GMG a letter of termination
23 of the underlying contractual agreement on August 22, 2008 (attached as Exhibit “C”).

24 11. The Trustees now seek an order from this Court establishing that, because of GMG’s
25 and E1’s failure timely to consummate the sale of the assets, the Trustees are free to negotiate with
26 any other interested buyer. The Trustees also seek to enjoin GMG from further acts interfering with
27 the Trustees’ efforts to close the sale of the assets with another buyer.
28

1 **PARTIES**

2 12. R. Todd Neilson brings this proceeding solely in his capacity as the Chapter 11
3 Trustee for the Estate of Death Row Records, Inc.

4 13. Richard Diamond brings this proceedings solely in his capacity as the Chapter 11
5 Trustee for the Estate of Marion "Suge" Knight, Jr.

6 14. On information and belief, Global Music Group, Inc., is a New York corporation
7 which was the Successful Bidder at the June 24, 2008 hearing approving the sale of the assets of the
8 Death Row Records and Knight Estates.

9 15. On information and belief, Entertainment One Ltd. is an entity incorporated in the
10 Cayman Islands, which was identified as the Back-Up Bidder at the June 24, 2008 sale hearing.

11 **FACTUAL ALLEGATIONS**

12 **A. GMG Failed Timely To Close the Sale by July 23, 2008.**

13 16. On May 13, 2008, the Trustees filed motions to sell substantially all of the recorded
14 music business related assets and music publishing business related assets of the bankruptcy estates
15 of Death Row and Knight (collectively, the "Estates").

16 17. The Trustees' sale motions were heard on June 24, 2008. On July 9, 2008, the Court
17 entered Sale Orders in this case and in the Knight bankruptcy case providing that GMG was the
18 successful bidder and approving the GMG APA.

19 18. The GMG APA required GMG to close the acquisition on the third business day
20 following satisfaction of the conditions contained in section 13 of the GMG APA. Those conditions
21 were satisfied.

22 19. On July 9, 2008, the Trustees' counsel notified counsel for GMG NY that, unless a
23 further stay was obtained, GMG should be prepared to close on July 23, 2008.

24 20. On July 21, 2008, GMG advised the Trustees that it did not have financing to close
25 the acquisition on July 23, 2008 because another entity, Global Music Group, Delaware ("GMG
26 Delaware") asserted a claim to the purchased assets. On July 22, 2008, the Trustees notified GMG
27 that it was in material breach of the GMG APA.
28

1 21. The Trustees nevertheless granted GMG a four-business-day forbearance period,
2 giving GMG until July 29, 2008 to close in exchange for an additional non-refundable payment of
3 two hundred fifty thousand dollars (\$250,000).

4 **B. GMG's and E1's Continuing Failure To Close.**

5 22. Notwithstanding the forbearance, GMG failed again to close on July 29.

6 23. After the July 29th deadline, GMG repeatedly requested additional extensions of time,
7 none of which was granted by the Trustees. GMG, as of this writing, has still not funded a closing
8 of the transaction.

9 24. The Back-Up Bidder, E1, after being advised of its obligation to close, has informed
10 the Trustees that it does not intend to close a purchase of the assets, and has asserted its right
11 unilaterally to "terminate" its own asset purchase agreement with the Trustees. The Trustees have
12 disputed E1's "termination" and reserved their rights against E1.

13 25. In August 2008 the Trustees commenced discussions with other interested bidders to
14 close the sale of the assets. As described above, GMG has actively interfered with those efforts.
15 The Trustees, after notifying GMG of material breach of the GMG APA on July 22, 2008,
16 terminated the GMG APA on August 22, 2008.

17 **FIRST CLAIM FOR RELIEF**

18 (Against All Defendants - Declaratory Judgment)

19 26. The Trustees reallege and incorporate by reference each and every allegation set forth
20 in paragraphs 1 through 25 above, inclusive, as though fully set forth herein.

21 27. An actual and justiciable controversy exists as to whether the Trustees are free,
22 without violation of GMG's or E1's rights or obligations, to engage in negotiations for the sale of the
23 Death Row and Knight Estate assets with persons or entities other than GMG or E1.

24 28. To resolve the present controversy, the Trustees are entitled to an order from this
25 Court establishing the current rights and obligations of the parties to the effect that: (i) the Trustees
26 are no longer obligated to close a sale of the assets with either GMG or E1; and (ii) the Trustees are
27 free to negotiate with parties other than GMG or E1 for the sale of the assets, and, subject to Court
28

1 approval, enter into a new asset purchase agreement for such sale.

2 **SECOND CLAIM FOR RELIEF**

3 (Against GMG - Injunctive Relief)

4 29. The Trustees reallege and incorporate by reference each and every allegation set forth
5 in paragraphs 1 through 28 above, inclusive, as though fully set forth herein.

6 30. GMG has threatened to sue the Trustees to prevent them from negotiating with
7 prospective purchasers and, on information and belief, have stated to third parties that GMG has
8 exclusive rights to close a sale of the assets.

9 31. This conduct is causing irreparable injury to the Trustees in that it is chilling the
10 market for potential bidders, causing loss of value to the Estates; imposing additional and probably
11 unrecoverable administrative costs on the Estates.

12 32. Unless enjoined from further acts of interference, including threats of litigation based
13 on non-existent alleged contractual rights; the actual filing of lawsuits in other jurisdictions outside
14 of this Court; and continued assertions to potential bidders of their "exclusive rights" to purchase the
15 assets, the Trustees will continue to suffer irreparable harm.

16 33. The Trustees are entitled to an injunction against GMG prohibiting further conduct
17 interfering with the sale of the assets.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, the Trustees respectfully request that the Court:

20 1. Enter a Declaratory Judgment that:

21 (a) the Trustees are no longer obligated to close a sale of the assets with either
22 GMG or E1; and (b) the Trustees are free to negotiate with parties other than GMG or E1 for the
23 sale of the assets, and, subject to Court approval, without limitation, to enter into a new asset
24 purchase agreement for such sale, without waiver of any of the Trustees' rights against GMG or E1.

25 2. Grant injunctive relief that:

26 (a) GMG and its lawyers and other agents are restrained from further acts of
27 interference with the Trustees' efforts, including the assertion of "exclusive" rights to close a
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purchase of the assets, and the filing of litigation concerning the assets in courts other than this Court.

3. For such other and further relief as the Court deems appropriate.

Dated: August 22, 2008

KAYE SCHOLER LLP

By: 
Ashleigh A. Danker
Attorneys for R. Todd Neilson, Chapter 11
Trustee of the Estate of Death Row Records, Inc.

DANNING, GILL, DIAMOND & KOLLITZ,
LLP

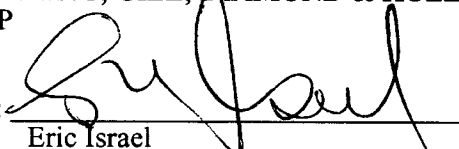
By: 
Eric Israel
Attorneys for Richard Diamond, Chapter 11
Trustee of the Estate of Marion "Suge" Knight,
Jr.

EXHIBIT A



"K. P. March"
 <kmarch@bkylawfirm.com>
 08/15/2008 03:44 PM
 Phone: (310) 559-9224
Document is Retained

To <mcohen@kayescholer.com>;
 <rcashdan@kayescholer.com>;
 <adanker@kayescholer.com>; <eisrael@dgdgk.com>;
 <jtedford@dgdgk.com>; <Tneilson@lecg.com>;
 <rdiamond@ecf.epiqsystems.com>
 cc <Rgbush6@aol.com>; "Doug Mark"
 <Doug@markmml.com>

bcc

Subject You are committing breach of contract and the tort of interference with prospective economic advantage; this a formal demand by Global NY that you stop that improper conduct. Fr KPMarch, Esq., Bankruptcy Law Firm, PC, bankruptcy counsel to Global NY

History: This message has been forwarded.

THE BANKRUPTCY LAW FIRM, P.C.

Kathleen P. March, Esq.
 10524 W. Pico Boulevard, Suite 212, Los Angeles, CA 90064
 Phones: 310-559-9224 and, toll free in LA County: 866-BKY-ATTY Fax: 310-559-9133
 E-mail: kmarch@bkylawfirm.com

Website: www.bkylawfirm.com

"Have a former Bankruptcy Judge for your personal Bankruptcy Attorney"

August 15, 2008

By email to each addressee

To Trustee Neilson counsel Marc Cohen, Ashley Danker, Russ Cashdan, Esqs., and to Trustee Diamond counsel Eric Israel and John Tedford, Esqs., w/cc to Trustees Neilson and Diamond

From The Bankruptcy Law Firm, PC, by KPMarch, Esq., bankruptcy counsel to Global Music Group, Inc., a New York Corporation ("Global NY")

Re: Global NY as winning bidder for Death Row Records/Knight bankruptcy estate assets

All addressees:

Yesterday, Trustee Neilson counsel Marc Cohen, Esq. ("Cohen") admitted to Global NY entertainment counsel Doug Mark, Esq. ("Mark") that Trustees/Trustees' attorneys/Trustee personnel including Virgi Roberts have been negotiating with Jamie Foxx et al ("Foxx") to sell the DDR/Knight assets to Foxx directly. Cohen also told Mark that Trustees/Trustees' counsel and personnel have been negotiating with additional parties, regarding selling those additional parties the DDR/Knight assets. Marc Cohen also admitted to Mark that trustee personnel, particularly but not limited to Virgil Roberts, have put the word out in the music community that parties other than Global NY can buy the DDR/Knight assets directly from Trustees/Trustees

counsel. Cohen told Mark, “we can talk to anyone we want to” to try to sell them the DDR/Knight assets.

I will refer to Trustees/Trustees counsel/Trustees agents (e.g. Virgil Roberts) collectively as “Trustees”.

By this letter, Global NY formally informs Trustees that Trustees’ conduct listed in paragraph 1 hereof is improper, and is actionable both as **breach of contract**, and as **tort**. Global NY hereby demands that Trustees (including all counsel and agents such as Virgil Roberts) immediately CEASE the activities stated in paragraph 1 hereof; and that you reply to this letter to confirm that trustees, you, and trustees’ agents have ceased that activity.

Global NY being the winning overbidder for the DDR/Knight bankruptcy estate assets, by Orders of the Bankruptcy Court, CD CA, created a **contractual right** of Global NY to purchase those assets at the price stated in Global NY’s Asset Purchase Agreement (APA). In short, the APA was the offer, and the Order was the acceptance of that order by the DDR/Knight bankruptcy estates, creating a **binding contract** (“the Global NY Contract”) with the terms of the APA and Order, between Global NY and the DDR/Knight bankruptcy estates to sell the DDR/Knight bankruptcy estate assets to Global NY on the terms stated in the APA (and Order mirroring the APA).

The Global NY Contract is still in existence. Yes, Global NY has been slow closing, which slowness is at present legally excusable, because it is due to the tortious conduct of trustees/trustees counsel as stated in paragraph 1 supra, which is improperly impeding Global NY from closing the asset purchase.

Trustees have not sent a termination letter to Global NY. Trustees have not even sent a “breach” letter to Global NY.

Trustees’ conduct itemized in paragraph 1 hereof constitutes a **most serious breach of Trustees’ existing contract with Global NY**, and is causing extreme damage to Global NY, which will will subject Trustees and their agents to liability for damages, and to injunction.

In addition to breach of contract, **Trustees** above itemized conduct constitutes Trustees committing the tort of **interference with prospective economic advantage**. Both actual and punitive damages can be awarded to Global NY, against Trustees, for Trustees committing this tort.

Per Witkin and CA case law, the elements of the tort of **interference with prospective economic advantage** are:

(a) an economic relationship between the plaintiff [Global NY] and some third party [e.g. Foxx], with the probability of future economic benefit to the plaintiff

[Foxx was going to invest in Global NY to fund closing sale, until Trustees started negotiating with Foxx direct];

(b) The defendant's [Trustees] knowledge of the relationship [My firm informed you Global NY was in negotiations with Foxx, and Foxx first found out about existence of DDR/Knight asset sale from Global NY];

(c) Intentional acts by the defendant [Trustees] designed to disrupt the relationship [as soon Trustees informed Foxx that Trustees were willing to sell the DDR/Knight assets to Foxx direct, Foxx ceased negotiating in good faith with Global NY, intending to buy the assets direct from Trustees instead];

(d) Actual disruption of the relationship [ie the negotiations between Global NY and Foxx];

(e) Economic harm [Global NY can't get signed letter of intent with Foxx, because Trustee is offering to sell to Foxx direct] to the plaintiff [Global NY] proximately caused by the acts of the defendant [Trustees]; and

(f) Conduct that was wrongful by some legal measure other than the fact of interference itself. [Here that element is supplied by the fact that Trustees' conduct of trying to sell direct constitutes a violation of Trustees' existing contract with Global NY].

Elements quoted from 5 Witkin, Summary of California Law 10th (2005, with 2008 update), 5 WITSUM Ch. IX, §742, p.1071; and leading CA cases on this tort, including Youst v. Longo (1987) 43 C.3d 64, 71, fnnote 6, and Della Penna v. Toyota Motor Sales, USA (1995) 11 C.4 376, 376 .

Trustees will not succeed in selling direct to Foxx--or to the other third parties that Cohen admitted Trustees have been negotiating to sell direct to--because Global NY will bring a proper proceeding to **enjoin any such improper sale from closing**, as well as suing Trustees for actual and punitive damages for this tort, and actual damages for breach of contract.

It should also be noted that Trustees' conduct additionally constitutes a breach of the **implied covenant of good faith and fair dealing**, related to the Global NY-Trustee contract, and breach of the implied covenant of good faith and fair dealing is also a tort.

Further, Trustees' improper conduct is assisting Foxx,--and other third parties Trustees are trying to sell direct to--to committing **tortious interference with contractual relations** (ie, the

interference with the existing contract between Global NY and the DDR/Knight bankruptcy estates to sell the DDR/Knight assets to Global NY) Both actual and punitive damages can be awarded for this tort.

The elements of the tort of interference with contractual relations, per applicable CA law are:

- (1) a valid contract between plaintiff [Global NY] and a third party [DDR/Knight bankruptcy estate to sell the DDR/Knight assets to Global NY];
- (2) Defendant's [Foxx] knowledge of this contract;
- (3) Defendant's [Foxx] intentional acts [trying to buy the DDR/Knight assets direct from Trustees] designed to induce a breach or disruption of the contractual relationship [contract between Global NY and Trustees to sell the DDR/Knight assets to Global NY];
- (4) Actual breach or disruption of the contractual relationship [Foxx ceased to negotiate in good faith with Global NY, due to Trustees offering to sell the DDR/Knight assets direct to Foxx]; and
- (5) Resulting damage [Foxx will be liable to pay Global NY both actual and punitive damages for committing this tort].

E.g. Quelimane Co v. Stewart Title, Guaranty Co, 19 Cal.4th 26 (1998), headnote 24 et seq.; Scripps Clinic v. Superior Court 108 Cal.App 4th 917 (2003), headnotes 4, 5, 6; Nygaard, Inc. V. Uusi-Kerttula, 159 Cal.App.4th 1027 (2008), headnote 10.

A better course of conduct for Trustees is to desist in trying to sell direct to Foxx and other third parties; and tell Foxx and other third parties that Trustee will NOT sell direct to them, and that Foxx and other third parties will need to participate through Global NY. This will give Trustees their best chance of closing a sale of these assets.

Please REPLY to this letter, to my firm, and tell my firm what course of action Trustees are going to pursue. Thank you.

Sincerely,

Kathleen P. March

cc: Doug Mark, Esq., entertainment counsel for Global NY
Global NY, attn Ron Bush <<...>>

Kathleen P. March, Esq.

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081508To Trustee Neilson counsel Marc Cohen.pdf

EXHIBIT B



"K. P. March"
<kmarch@bkylawfirm.com>
08/19/2008 03:36 PM
Phone: (310) 559-9224
Document is Retained

To <mcohen@kayescholer.com>;
<rcashdan@kayescholer.com>;
<adanker@kayescholer.com>; <eisrael@dgdgk.com>;
<jtedford@dgdgk.com>; <Tneilson@lecg.com>;
<rdiamond@ecf.epiqsystems.com>
cc ""Doug Mark"" <Doug@markmml.com>;
<jm@musematheny.com>; <Rgbush6@aol.com>; ""Anthony
G. Davi, Jr."" <agjr@agdavi.com>
bcc

Subject Sending you update on global NY progress toward closing
sale; and responding to Trustee Friday nite 11:35pm email
to Global NY entertainment counsel Doug Mark, esq., asking
what Global NY wants. KPMarch, Bky L.F.

History: This message has been forwarded.

THE BANKRUPTCY LAW FIRM, P.C.

Kathleen P. March, Esq.

10524 W. Pico Boulevard, Suite 212, Los Angeles, CA 90064

Phones: 310-559-9224 and, toll free in LA County: 866-BKY-ATTY Fax: 310-559-9133

E-mail: kmarch@bkylawfirm.com

Website: www.bkylawfirm.com

"Have a former Bankruptcy Judge for your personal Bankruptcy Attorney"

August 19, 2008

By email to each addressee

Re: Global NY responds to Trustees' email of 8/15/08 at 11:35pm re what does Global NY want

To Marc Cohen, Russ Cashdan, Ashley Danker, Esqs., Trustee Neilson counsel; and to Eric Israel and John Tedford, Esqs., Trustee Diamond counsel, with cc to Trustee R. Todd Neilson, Chapter 7 Trustee of the Death Row Records (DDR) bankruptcy estate, and to Trustee Richard Diamond, Chapter 7 Trustee of the Knight bankruptcy estate (all addresses are referred to collectively as "Trustees" hereafter)

From Kathleen P. March, Esq., The Bankruptcy Law Firm, PC, bankruptcy counsel to Global Music Group, Inc., a New York Corporation ("Global NY" hereafter)

With cc to Doug Mark, Esq., Global NY entertainment counsel, and to John Matheny, Esq., Global NY general counsel, and to Global NY attn Ron Bush and Anthony Davi

To All Addressees:

On Friday 8/15/08 at 11:35pm, Trustees' counsel emailed Global NY's entertainment counsel, Doug Mark, Esq., asking what Global NY wants. This letter is (1) to update you on Global NY's progress toward closing the sale of the DDR/Knight bankruptcy estate assets, and (2) to tell you what Global NY wants from Trustees.

First, the update: Despite the detrimental influence of Trustees negotiating to sell the DDR/Knight assets to prospective buyers other than Global NY, Global NY has succeeded in getting a **signed letter of intent from a new equity investor** which has the resources to allow Global NY to close the sale of the DDR/Knight assets to Global NY.

In addition, Global NY expects, by tomorrow, to have a signed letter of intent from a **second new equity investor**, which also has the resources to allow Global NY to close the DDR/Knight asset sale.

To avoid a repeat of Trustees/Trustees' counsel/Trustees' agents (collectively "Trustees" hereafter) circumventing Global's rights, Global NY must keep confidential the identity(ies) of the new letter of intent signors until Global NY receives written assurance from Trustees that Trustees will not communicate with those parties, or make any attempt to sell the DDR/Knight assets directly to those parties, rather than those parties participating through Global NY.

As briefed in my firm's letter to Trustees emailed the afternoon of 8/15/08 (which Trustees 8/15/08 at 11:35pm email was responding to), that conduct by Trustees' constituted tortious interference with Global NY's prospective economic advantage with those persons/entities, as well as breach of Trustees' contract with Global NY, to sell the DDR/Knight assets to Global NY.

What Global NY Wants: Global NY requests that:

(1) Trustees send Global NY a written 28 day extension of Global NY's time to close the purchase of the DDR/Knight assets, which 28 day extension shall run from the date said written extension is received by my law firm, and

(2) that Trustees cease all efforts to try to sell the DDR/Knight assets to any person/entity other than Global NY, so long as said 28 day extension is in effect; and that Trustees cease all efforts to try to sell the DDR/Knight assets to any person /entity other than Global NY, so long the Global NY contract to buy the DDR/Knight assets continues to exist.

(3) that Trustees send my firm written assurance that Trustees will not communicate with persons/entities Global NY has entered into letters of intent to invest in Global NY, and or lend to Global NY, those parties, or make any attempt to sell the DDR/Knight assets directly to those parties, rather than those parties participating through Global NY.

(4) that Trustees put the word out in the music community, and inform anyone who contacts Trustees/Trustees counsel/Trustees agents, that Trustees are contractually bound to sell

the DDR/Knight assets to Global NY, and are not going to discuss selling the assets to any person or entity other than Global NY, including that Trustees shall contact the persons/entities that Trustees gave the "we will sell direct" message to, and give them the new "we are contractually obligated to sell the DDR/Knight assets to Global NY and are not going to discuss selling those assets to anyone else" message. Further that Trustees shall inform my firm in writing when Trustees have done all of the above. Because some persons, which Trustees previously told that Trustees would sell direct to, are in contact with Global NY, Global will hear from those people when Trustee delivers the above stated message to those people.

(5) Immediately after (1)-(3) have occurred, Global NY will send Trustees the signed letter of intent from new investor one, and if, as Global NY expects, Global NY has a signed letter of intent from new investor two, Global NY will promptly send the second signed letter of intent to Trustees as well.

Global NY does not waive any of its claims for breach of contract, breach of the implied covenant of good faith and fair dealing, or tort. However, sale of the DDR/Knight assets closing to Global NY will be to the benefit of Trustees, because the sale closing to Global NY will **mitigate the damages** caused by Trustees improper conduct.

Please Reply to my firm, with cc to Global NY's entertainment counsel Doug Mark, to agree to (1)-(5) supra, by signing below acceptance, and faxing or emailing to my firm.

Sincerely,

Kathleen P. March

Trustees R. Todd Neilson, Chapter 7 Trustee of the Death Row Records bankruptcy estate, and Richard Diamond, Chapter 7 Trustee of the Marion ("Suge") Knight, Jr. bankruptcy estate by counsel for each of them authorized to sign on behalf of each Trustee

By Marc Cohen, Esq., Kaye Scholer, LLP, authorized to sign for Trustee Neilson

and

By Eric Israel, Esq., Danning Gill Diamond & Kollitz, authorized to sign for Trustee Diamond

So you can print and sign, attached also as .pdf file

<<...>>

Kathleen P. March, Esq.
The Bankruptcy Law Firm, PC
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Los Angeles, CA 90064
Phone 310-559-9224
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Website: www.BKYLAWFIRM.com

E-Mail: kmarch@BKYLAWFIRM.com

Have a former Bankruptcy Judge for your personal bankruptcy attorney



Letter to Trustees re what Global NY wants 081908final.pdf

EXHIBIT C

August 22, 2008

VIA FACSIMILE AND FEDERAL EXPRESS

Global Music Group, Inc., a New York corporation
Attention: Susan Berg, President
Ron Bush
1051 Broadway, Suite E
Sonoma, CA 95476
Facsimile: (707) 948-3656

Kathleen P. March, Esq.
The Bankruptcy Law Firm, PC
10524 W. Pico Blvd, Suite 212
Los Angeles, CA 90064
Facsimile: (310) 559-9133

Mark Music & Media Law PC
Attention: Doug Mark
1900 Ave of the Stars 25th Floor
Los Angeles, CA, 90067
Facsimile: (310) 818-7249

Re: Notice of Termination of Asset Purchase Agreement

Dear Madams, Sirs:

Reference is made to that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of June 10, 2008, by and among R. Todd Neilson, solely in his capacity as the chapter 11 trustee for the bankruptcy estate of Death Row Records Inc. (the "Death Row Estate"), Richard K. Diamond, solely in his capacity as the chapter 11 trustee for the bankruptcy estate of Marion "Suge" Knight, Jr. (the "Knight Estate"), and, together with the Death Row Estate, collectively, the "Seller"), and Global Music Group, Inc, a New York corporation (the "Buyer"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement.

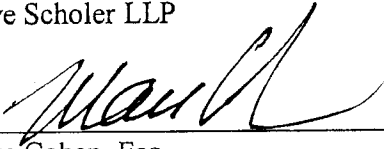
Notice of material breach of the Asset Purchase Agreement was given to you on July 22, 2008. You have failed to close the transaction, and are now interfering with the Trustees' efforts to find a qualified buyer of the assets. Pursuant to, without limitation, Section 14 of the Asset Purchase Agreement, written notice is hereby given by the Seller to the Buyer that the Asset Purchase Agreement is terminated.

Further, demand is made that you cease and desist from further actions interfering with the Trustees' sale of the assets to a qualified buyer.

The Seller hereby reserves all of its rights and remedies under the Asset Purchase Agreement and otherwise, none of which shall be deemed waived.

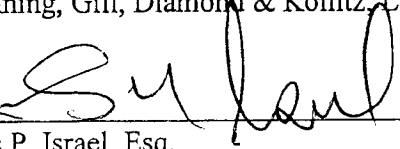
Sincerely,

Kaye Scholer LLP

By: 

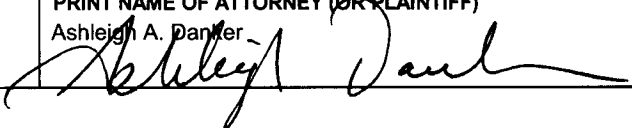
Marc Cohen, Esq.
Counsel to R. Todd Neilson
Chapter 11 Trustee, In re
Estate of Death Row Records, Inc.

Danning, Gill, Diamond & Kollitz, LLP

By: 

Eric P. Israel, Esq.
Counsel to Richard K. Diamond
Chapter 11 Trustee, In re Marion Knight, Jr.

ADVERSARY PROCEEDING COVER SHEET (Instructions on Page 2)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS R. Todd Neilson, Chapter 11 Trustee of Death Row Records, Inc., Richard K. Diamond, Chapter 11 Trustee of Marion "Suge" Knight		DEFENDANTS Global Music Group, Inc. a New York Corporation; Entertainment One, Ltd.
ATTORNEYS (Firm Name, Address, and Telephone No.) Kaye Scholer LLP 1999 Ave. of the Stars, 17th Fl. Los Angeles, CA 90067 Tel: (310) 788-1000		ATTORNEYS (If Known) Keith Berglund, Esq. The Bankruptcy Law Firm, P.C. 149 South Barrington Ave. #181 10524 W. Pico Blvd., Suite 212, Los Angeles, CA 90049 Los Angeles, CA 90064
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input checked="" type="checkbox"/> Trustee		PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input checked="" type="checkbox"/> Other <input type="checkbox"/> Trustee
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Declaratory Judgment under 28 U.S.C. 2201 and Fed. R. Bankr. P. 7001 Declaratory and Injunctive Relief under Fed. R. Civ. P. 65, Fed R. Bankr. P. 7065, and 11 USC 105		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input checked="" type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input checked="" type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
(continued next column)		
<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$	
Other Relief Sought		

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES			
NAME OF DEBTOR Death Row Records, Inc.		BANKRUPTCY CASE NO. 2:06-11205-VZ	
DISTRICT IN WHICH CASE IS PENDING Central	DIVISIONAL OFFICE Los Angeles		NAME OF JUDGE Hon. Vincent P. Zurzolo
RELATED ADVERSARY PROCEEDING (IF ANY)			
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.	
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISIONAL OFFICE		NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)			
DATE 8/22/08	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Ashleigh A. Danter 		

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not presented by an attorney, the plaintiff must sign.

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number Marc S. Cohen (CA Bar No. 65486) Eric P. Israel, Esq. Ashleigh A. Danker (CA Bar No. 138419) DANNING, GILL, DIAMOND & KAYE SCHOLER LLP KOLLITZ, LLP 1999 Avenue of the Stars, 17th Floor 2029 Century Park East, 3rd Floor Los Angeles, CA 90067 Los Angeles, CA 90067 Tel: (310) 788-1000 Tel: (310) 277-0077 Fax: (310) 788-1200 Fax: (310) 277-5735		FOR COURT USE ONLY	
R. Todd Neilson, Chapter 11 Trustee of Death Row Records, Inc.; Attorney for Richard K. Diamond, Chapter 11 Trustee of Marion "Suge" Knight			
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA			
In re: Death Row Records, Inc.		CHAPTER <u>11</u>	
		CASE NUMBER 2:06-bk-11205-VZ	
Debtor.		ADVERSARY NUMBER 2:08-ap-_____ -VZ	
R. Todd Neilson, Chapter 11 Trustee of Death Row Records, Inc.; Richard K. Diamond, Chapter 11 Trustee of Marion "Suge" Knight Plaintiff(s),		<i>(The Boxes and Blank Lines below are for the Court's Use Only) (Do Not Fill Them In)</i> SUMMONS AND NOTICE OF STATUS CONFERENCE	
vs.			
Global Music Group, Inc., a New York Corporation; Entertainment One, Ltd. Defendant(s).			

TO THE DEFENDANT: A Complaint has been filed by the Plaintiff against you. If you wish to defend yourself, you must file with the Court a written pleading, in duplicate, in response to the Complaint. You must also send a copy of your written response to the party shown in the upper left-hand corner of this page. Unless you have filed in duplicate and served a responsive pleading by _____, the Court may enter a judgment by default against you for the relief demanded in the Complaint.

A Status Conference on the proceeding commenced by the Complaint has been set for:

Hearing Date:	Time:	Courtroom:	Floor:
<input type="checkbox"/> 255 East Temple Street, Los Angeles		<input type="checkbox"/> 411 West Fourth Street, Santa Ana	
<input type="checkbox"/> 21041 Burbank Boulevard, Woodland Hills		<input type="checkbox"/> 1415 State Street, Santa Barbara	
<input type="checkbox"/> 3420 Twelfth Street, Riverside			

PLEASE TAKE NOTICE that if the trial of the proceeding is anticipated to take less than two (2) hours, the parties may stipulate to conduct the trial of the case on the date specified, instead of holding a Status Conference. Such a stipulation must be lodged with the Court at least two (2) Court days before the date set forth above and is subject to Court approval. The Court may continue the trial to another date if necessary to accommodate the anticipated length of the trial.

Date of Issuance: _____

JON D. CERETTO
Clerk of the Bankruptcy Court

By: _____
Deputy Clerk

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

In re Death Row Records, Inc. Debtor.	CHAPTER <u>11</u> CASE NUMBER 2:06-bk-11205-VZ
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF _____

1. I am employed in the County of _____, State of California. I am over the age of 18 and not a party to the within action. My business address is as follows:

2. **Regular Mail Service:** On _____, I served the foregoing Summons and Notice of Status Conference (and any instructions attached thereto), together with the Complaint filed in this proceeding, on the Defendant(s) at the following address(es) by placing a true and correct copy thereof in a sealed envelope with postage thereon fully prepaid in the United States Mail at _____, California, addressed as set forth below.

3. **Personal Service:** On _____, personal service of the foregoing Summons and Notice of Status Conference (and any instructions attached thereto), together with the Complaint filed in this proceeding, was made on the Defendant(s) at the address(es) set forth below.

4. Defendant(s) and address(es) upon which service was made:

Names and Addresses continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated:

Type Name

Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

PRE-STATUS CONFERENCE INSTRUCTIONS

1. Pursuant to Local Bankruptcy Rule 7016-1(a)(2), all parties shall file a Joint Status Report at least fourteen (14) days before the date set for each Status Conference. The Joint Status Report shall conform to **Exhibit "A"** attached to these instructions. Use of the form attached as **Exhibit "A"** is mandatory. Failure to use the form in **Exhibit "A"** may result in the imposition of monetary sanctions and/or the status conference being continued and parties being ordered to redo the status report to conform to **Exhibit "A"**.
2. A copy of these instructions shall be attached to every copy of the complaint served upon a party, and the affidavit of service must state that these instructions as well as a copy of the summons and complaint and, if applicable, a copy of the Debtor Assistance Program Notice was served.
3. If no response to the complaint is timely filed, (1) plaintiff should file a request for entry of default by the clerk and a default judgment hearing date will be set at the Status Conference (the party should be prepared to propose an appropriate date to Judge Zurzolo based on Judge Zurzolo's self-calendaring procedure) and (2) no later than ten (10) days prior to the Status Conference plaintiff must file a Unilateral Status Report (completing Sections A, B and C of **Exhibit "A"**) and a declaration setting forth the attempts made by plaintiff to contact or obtain the cooperation of the defendant as required by LBR7016-1(a). For self calendaring dates, visit the Court's website at www.cacb.uscourts.gov :
 - * Click "**Information**"
 - * Under "**Judges**", click "**Zurzolo, V.**"
 - * Click "**Forms/Instructions/Procedures/Self-Calendaring**"
 - * Under **Self Calendaring**, click "**Hearing Calendar for 2006**" and/or "**Instructions and Key for Self-Calendar**"
4. During the Status Conference, it will be decided whether a pre-trial order should be required or a pre-trial conference should be set.
5. During the Status Conference, the Court shall set a trial or a pre-trial conference. The parties should be prepared to state whether they will agree to try the adversary proceeding by declaration in lieu of oral testimony.
6. If one or more parties dispute whether the adversary proceeding is core within the meaning of 28 U.S.C. § 157(b), the party/parties disputing that the proceeding is core shall file and serve a memorandum of points and authorities and evidence in support of their positions fourteen (14) court days before the Status Conference. Any reply must be filed at least seven (7) court days before the Status Conference. The Court will resolve this dispute at the Status Conference. If any party fails to comply timely with these instructions, that failure shall be deemed a consent to a determination that the proceeding is core within the meaning of 28 U.S.C. § 157(b).

Revised 7/06

7. If one or more parties dispute the jurisdiction of this Court, the party/parties disputing jurisdiction shall file and serve a memorandum of points and authorities and evidence in support of their positions at least fourteen (14) court days prior to the Status Conference. Any response shall be filed and served no later than seven (7) court days prior to the Status Conference. The Court will resolve this dispute at the Status Conference. If the objecting party does not timely file and serve its papers, that failure shall be deemed a consent to whatever determination the Court makes.

8. If one or more parties dispute whether a party has a right to a jury trial, the disputing party/parties shall file and serve a memorandum of points and authorities and evidence in support of their positions at least fourteen (14) court days prior to the Status Conference. Any response shall be filed and served no later than seven (7) court days prior to the Status Conference. The Court will resolve this dispute at the Status Conference. If the objecting party does not timely file and serve its papers, that failure shall be deemed a consent to whatever determination the Court makes.

9. Please take note that extensions of time to respond to a pleading are ineffective by stipulation of the parties absent court approval. Requests to extend the response deadline to a date within five (5) days of the hearing date will likely be denied unless the hearing date is continued to a date which permits the Court adequate time to review and consider the pleadings.

10. Please also take note that requests to continue a hearing will not be granted unless adequate cause for the continuance is stated in the request. Merely discussing settlement is inadequate cause and unless a settlement is reached prior to the hearing date, the parties must comply with all applicable filing deadlines. If the parties have settled, a hearing may be continued to allow for execution and filing of the written settlement if (1) the request for continuance contains a copy of the settlement or a substantial recitation of its terms and (2) the request for a continuance is filed at least two (2) court days prior to the hearing date. Generally, if a Respondent/Defendant is not represented by an attorney, an appearance by the Respondent/Defendant will be required.

VINCENT P. ZURZOLO
United States Bankruptcy Judge

EXHIBIT "A"

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UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA

In re

BK. No. LA
Adv. No. LA

Chapter

Debtor(s).

JOINT STATUS REPORT
 **UNILATERAL STATUS REPORT
FOR ADVERSARY PROCEEDING**

**LOCAL BANKRUPTCY RULE 7016-
1(a)(2)**

Plaintiff(s),

DATE:
TIME:
PLACE:

v.

Defendant(s).

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE _____. In accordance with Local Bankruptcy Rule ("LBR") 7016-1(a)(2), the party/parties submit the following JOINT STATUS REPORT or UNILATERAL STATUS REPORT:

A. SERVICE/SUMMONS:

1. Have all parties been served? YES NO

2. Has Plaintiff filed a declaration of service stating that the Pre-Status Conference Instructions, summons,

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complaint and, if applicable, Debtor Assistance Program Notice was served? YES NO

If yes, go on. If no, why not? Please explain:

B. RESPONSIVE PLEADINGS:

1. Did all defendants timely file a plain answer (i.e. no counterclaims) to the complaint? YES NO

If yes, go to Section D. If no responsive pleading was filed proceed to Section C, otherwise continue.

2. If any defendant's answer includes counterclaims, are any parties other than Plaintiff included as defendants to the claims? YES NO

3. If counterclaims have been filed, have all counterdefendants responded to the counterclaims?

YES NO

If no, what is the response deadline to the counterclaim?

4. Did any defendant filed a 12(b) motion or other such responsive pleading? YES NO

If yes, please identify the responsive pleading(s) filed and the date(s) of the hearing(s) on the responsive pleading(s):

C. DEFAULT

1. If any defendant has not responded timely, has plaintiff requested entry of default? YES NO

If no, why not? Please explain:

2. If default has been requested, has it been entered? YES NO

If no, why not? Please explain:

3. If default has been entered has plaintiff scheduled a motion for default judgment? YES NO

If no, please explain why not and state a proposed date for a hearing on a motion for default judgment:

D. FEDERAL RULE OF CIVIL PROCEDURE ("FRCP") 26(A), (F) AND LBR 7016-1(A)(2)

COMPLIANCE:

1. The parties certify that they met and discussed the nature and basis of the claims and defenses.

Plaintiff: YES NO

Defendant: YES NO

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2. The parties certify that they have exchanged documents.

Plaintiff: YES NO

Defendant: YES NO

3. The parties certify that they have exchanged witness lists.

Plaintiff: YES NO

Defendant: YES NO

4. The parties certify that they have exchanged other evidence as required by Rule 26(a)(1).

Plaintiff: YES NO

Defendant: YES NO

5. The parties certify that they have made the disclosures required by Rule 26(a)(1)(C) and (D) where applicable.

Plaintiff: YES NO

Defendant: YES NO

6. The parties certify that they have discussed settlement.

Plaintiff: YES NO

Defendant: YES NO

7. The parties certify that they have proposed a joint discovery plan.

Plaintiff: YES NO

Defendant: YES NO

8. If any party answered no to any of the prior six (6) questions, please explain the reason(s):

E. **DISCOVERY (FRCP 26(f)):**

A Discovery Plan should be prepared and attached to this status report if it cannot be described below.

1. Do the parties believe that changes should be made in the timing, form or requirement for disclosures under Rule 26(a)?

Plaintiff: YES NO

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Defendant: YES NO

If any party answered yes, please explain the reason(s):

2. List the form(s) of discovery each party will propound.

Plaintiff:

Defendant:

3. Do the parties anticipate any unusual discovery issues?

Plaintiff: YES NO

Defendant: YES NO

If any party answered yes, please identify the issues and explain the reason(s) for them:

4. Date by which each party expects to complete their discovery efforts:

Plaintiff:

Defendant:

F. **SETTLEMENT:**

1. Do all parties request a judge to aid in settlement? If either party indicates "no", go to question 3.

Plaintiff YES NO

Defendant YES NO

2. Do all parties request the trial judge to aid in settlement? If yes and if applicable, please name the judge(s)

of this Court that the parties would like to participate in settlement efforts:

PLAINTIFF YES NO

DEFENDANT YES NO

- (1)
- (2)
- (3)

- (1)
- (2)
- (3)

3. Do all parties seek any other type of mediation, arbitration, etc.? If both indicate yes, list the types.

PLAINTIFF YES NO

DEFENDANT YES NO

- (1)
- (2)

- (1)
- (2)

1 **G. PRE-TRIAL:**

2 In most adversary proceedings, it is necessary to prepare a joint pre-trial stipulation and appear at a pre-trial
3 conference.

4 1. Date after which the pre-trial conference should be set:

5 Plaintiff:

6 Defendant:

7 2. Do you believe you can go directly to trial without a pre-trial stipulation and/or conference?

8 Plaintiff: YES NO

9 Defendant: YES NO

10 If either party answered yes, please state why:

11 **H. OTHER PROPOSED DEADLINES:**

12 1. Proposed date by which all motions except motions to exclude evidence or approve a settlement must be
13 filed, set and heard:

14 Plaintiff:

15 Defendant:

16 2. Proposed deadline for amendment of pleadings and/or joinder of parties (any order permitting amendment or
17 joinder must be entered by this date):

18 Plaintiff:

19 Defendant:

20 3. Are there any other deadlines which the parties wish the Court to set:

21 Plaintiff: YES NO

22 Defendant: YES NO

23 If either party states yes, please identify the proposed subject and timing of the deadline:
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I. MISCELLANEOUS

1. Do you dispute the jurisdiction of this Court?

Plaintiff: YES NO

Defendant: YES NO

2. Do you dispute any party's allegation regarding the core/non-core nature of the adversary proceeding?

Plaintiff: YES NO

Defendant: YES NO

3. Do you dispute the asserted claim of any party to the right to a jury trial?

Plaintiff: YES NO

Defendant: YES NO

4. If a party answered yes to any of the above three (3) questions, has the party answering yes prepared a memorandum of points and authorities and supporting evidence detailing their position, which memorandum is to be filed fourteen (14) days prior to the Status Conference? YES NO

5. Are there any other unusual issues of which the Court should be aware? YES NO

If yes, please explain:

Respectfully submitted,

DATED: FIRM NAME: _____

NAME: _____

ATTORNEY FOR: _____

DATED: FIRM NAME: _____

NAME: _____

ATTORNEY FOR: _____