



BASSFORD REMELE

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May 11, 2017

Via e-filing

Honorable Kevin W. Eide
Judge of the District Court
Carver Co. Justice Center
604 East 4th Street
Chaska, MN 55318

Re: *In Re: Estate of Prince Rogers Nelson, Decedent*
Court File No. 10-PR-16-46
Our File No. 8356-1

Dear Judge Eide:

Per the Court's order, we write to address whether the "Alfred Jackson and NorthStar Agreement," submitted as Exhibit 5 to the May 5, 2017 Affidavit of Thomas P. Kane in Support of Omarr Baker, Alfred Jackson, and Tyka Nelson's Memorandum in Opposition to Motions to Quash the Subpoena Duces Tecum to L. Londell McMillan, should be removed from the Court record because it is a confidential document. Since this confidentiality-breach issue emerged, we have encountered another. This morning, Billboard published an online article titled "Universal Demands Cancellation of \$30 Million Deal With Prince Estate." We enclose a copy of the article for your reference and wish to discuss it with you on Friday morning's call.

Alfred Jackson and NorthStar Agreement

The Alfred Jackson and NorthStar Agreement ("Agreement") was entered into by both parties (Mr. Jackson and Mr. McMillan on behalf of The NorthStar Business Enterprises, LLC ("NorthStar")) on February 6, 2017. The Agreement contains [REDACTED]

By email on Friday, May 5, 2017, we wrote to Mr. Kane and Justin Bruntjen, who signed the memorandum in opposition to the motion to quash as counsel for Alfred Jackson, to advise them that the Agreement contained [REDACTED] and could not be publicly filed or even filed under seal, as non-parties to the Agreement would still have access to it. We pointed out

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that their memorandum further compounded the confidentiality breach because it infers that

[REDACTED]

By letter on May 8, 2017, Mr. Kane and Mr. Bruntjen declined to remove the exhibit from the Court record. They assert that the Agreement is “void and therefore cannot be confidential.”

In fact, the Agreement is not void. Under paragraph 3 of the Agreement, there are

[REDACTED]

Mr. Jackson has never

[REDACTED] (We further note that that [REDACTED] also was not met, which is an additional basis for why Mr. Jackson’s termination notice is invalid.) Therefore, the Agreement is in full force and effect, including its [REDACTED]. Moreover, the Agreement is completely irrelevant to matters presently before the Court. The Agreement should be removed from the Court record.

Mr. Kane has argued that his clients (Tyka Nelson and Omarr Baker) are not bound by the [REDACTED] of the Agreement. They are now on notice that the Agreement is, in fact, confidential. Moreover, Mr. Bruntjen as Alfred Jackson’s counsel joined Mr. Kane’s memorandum, and Mr. Jackson clearly is bound by [REDACTED]. Mr. Kane should be required to remove the Agreement from the Court record.

Billboard Article

As described above, just this morning, Billboard published an online article disclosing information about the UMG deal. The second paragraph of the article states:

In a partly-redacted letter sent to the Carver County District Court in Minnesota on behalf of estate administrator Comerica Bank, a representative wrote that UMG has accused former estate entertainment advisor L. Londell McMillan of fraudulent inducement in connection with the deal, and is calling for the court to rescind the agreement.”

The above is a reference to the May 9, 2017 letter filed with the Court by Comerica Bank & Trust, N.A. We do not have a copy of the unredacted letter, as we are not yet a party to this action. Below is the portion of the Comerica letter that clearly appears to be referenced by the article:

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Finally, Universal Music Group (“UMG”) has accused Mr. McMillan of [REDACTED] in connection with UMG’s agreement with the Estate, causing UMG to [REDACTED].

Without an unredacted copy, we cannot confirm what exists under the black redactions, but we surmise that the first blank contains the words “fraudulent inducement” and the second redaction contains words to the effect that UMG is asking the Court to rescind the agreement. Within hours after the Billboard article, similar articles appeared in Rolling Stone and City Pages.

As we referenced during oral argument on Wednesday, Mr. McMillan has been on the receiving end of vague accusations of alleged wrongdoing. We can only assume that a party who received the unredacted letter provided a copy to the press. At this juncture, the parties’ redactions – purportedly to protect confidential business information of the Estate – are not accomplishing their stated purpose but rather are allowing for sideswipes at Mr. McMillan. He feels constrained in responding to press articles because, in theory, the existence of the UMG contract dispute is allegedly a confidential matter requiring redacted and sealed filings. We draw this issue to the Court’s attention and seek guidance from the Court about how to address the press leaks, as well as the efficacy of continuing to make filings under seal. If there is not sufficient time on tomorrow’s call, we ask that this issue be addressed as soon as possible.

Very truly yours,

/s/

Alan I. Silver
Robin Ann Williams

RAW:vlc
Enclosure

cc, with encl., *via e-service*:
Justin Bruntjen
Randall Sayers
Armeen Mistry
Steven Silton
Mark Greiner