

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
FIRST JUDICIAL DISTRICT
PROBATE DIVISION
Case Type: Special Administration

In the Matter of:

Court File No. 10-PR-16-46
Judge Kevin W. Eide

Estate of Prince Rogers Nelson,

Decedent.

**PERSONAL REPRESENTATIVE'S
OBJECTION TO PETITION OF ROC
NATION LLC AND SUPPLEMENTAL
PETITION OF PROJECT PANTHER,
LTD., ASPIRO AB AND WIMP MUSIC AS**

Comerica Bank & Trust, N.A., as Personal Representative of the Estate of Prince Rogers Nelson (the "Personal Representative"), respectfully objects to the "Petition of Roc Nation LLC For Allowance of Claim and Additional Relief" filed on November 11, 2016 by Roc Nation LLC ("Roc Nation") and other, unidentified "affiliated entities," and to the "Petition for Claim Arising After Death Pursuant to Minnesota Statute 524.3-803(b) and/or To Supplement Existing Claim" filed by Project Panther, Ltd. ("Project Panther"), Aspiro AB ("Aspiro") and WiMP Music AS ("WiMP"). The Personal Representative objects to the Petitions, including on the grounds summarized below.

Petitioners' Claim Is Untimely

1. On May 10, 2016, the Court issued a Notice to Creditors that all claims against the Estate of Prince Rogers Nelson (the "Estate") must be presented within four months of the Notice or else the claims would be barred.

2. On November 7, 2016, Roc Nation filed a Statement of Unsecured Claim ("Statement of Claim"). Neither the Statement of Claim nor the correspondence referenced

therein asserted any contractual or other rights on behalf of Project Panther. In fact, neither the Statement of Claim nor the correspondence made any reference to Project Panther. Roc Nation did not include any written agreements substantiating its Statement of Claim.

3. On November 11, 2016, after its claim was disallowed as untimely, Roc Nation filed a Petition of Roc Nation LLC for Allowance of Claim and Additional Relief (“Initial Petition”). The Initial Petition did not mention or assert any rights on behalf of Project Panther.

4. On January 31, 2016, the Court granted Roc Nation’s Petition for Allowance of Claim and denied the Petition for Additional Relief. Specifically, the Court explained that, although it was not addressing the Petition on the merits, the Court would allow Roc Nation to continue to pursue a claim against the Decedent, NPG Records, Inc. and NPG Music Publishing, LLC.

5. On February 16, 2017, Project Panther, Aspiro and WiMP filed a “Petition for Claim Arising After Death Pursuant to Minnesota Statute 524.3-803(b) and/or to Supplement Existing Claim” (“Supplemental Petition”). In the Supplemental Petition, Project Panther purports to assert a claim for breach of contract against the Estate based, in part, on the Decedent’s alleged violation of representations and warranties.

6. Because Project Panther failed to present a claim within four months of the Special Administrator’s Notice to Creditors, any claim arising before the Decedent’s death—including any claim for breach of representations and warranties—is untimely. *See* Minn. Stat. § 524.3-803(a) (barring claims presented more than four months after notice to creditors); *In re Estate of Kotowski*, 704 N.W.2d 522, 531 (Minn. Ct. App. 2005) (untimely claims are barred unless the petitioner presents a significant reason for delay); *In re Paulson's Estate*, 208 Minn. 231, 234, 293 N.W. 607, 609 (1940) (court lacks jurisdiction to allow claims presented outside of

statutory period); *Residential Funding Co., LLC v. Embrace Home Loans, Inc.*, 27 F. Supp. 3d 980, 984 (D. Minn. 2014) (claim for breach of representations and warranties accrues at time of transaction); *ACE Sec. Corp. v. DB Structured Prod., Inc.*, 112 A.D.3d 522, 523 (N.Y. App. Div. 2013), *aff'd* 36 N.E.3d 623 (N.Y. 2015) (same).

7. Similarly, to the extent that WiMP and Aspiro now seek to assert new claims against the Estate arising before the Decedent's death that were not alleged in the Statement of Claim, such claim—including any claim for breach of representations and warranties—was not presented within four months of the Notice to Creditors and is untimely.

Petitioners Have Not Presented A Writing Demonstrating Exclusive Rights

8. The Initial Petition alleges that Petitioners “have the right to exclusively stream the Decedent's entire catalogue of music, with certain limited exceptions, on the TIDAL streaming service pursuant to subsequent agreements and a course of dealing between the parties.” Initial Petition, ¶ 33. Petitioners have not supported this allegation with written evidence.

9. An exclusive license is considered a “transfer of copyright ownership” that must be in writing to be valid. 17 U.S.C. §§ 101, 204(a). The Personal Representative is aware of no writing that grants Petitioners an exclusive license to stream the Decedent's entire catalog of music, and the Petitioners have provided no such writing. In the absence of a written conveyance, Petitioners' claim that they have the exclusive right to stream Decedent's entire catalog of music fails.

The Decedent Fully Performed the August 1, 2015 Letter of Intent

10. Petitioners base their claim in part on a “Letter of Intent” between WiMP, NPG Records, Inc. and NPG Music Publishing, LLC (collectively, “NPG Entities”). The Letter of Intent granted WiMP an exclusive license to “the next newly recorded studio LP” by the

Decedent for a period of 90 days. After the 90-day period expired, the agreement granted a non-exclusive license.

11. The NPG Entities performed their obligations under the Letter of Intent by providing WiMP exclusive streaming rights in the Decedent's next newly-recorded album (*Hit & Run: Phase I*) for 90 days, and, thereafter, a non-exclusive license. Any claim for breach of the Letter of Intent fails because the NPG Entities fully performed.

**Petitioners Have Not Demonstrated the Validity and Performance of the
"Artist Equity Term Sheet"**

12. Petitioners also rely on an "Artist Equity Term Sheet" dated July 19, 2015. Petitioners argue that Phaedra Ellis-Lamkins accepted the Artist Equity Term Sheet on behalf of the Decedent. The Personal Representative questions the validity of this purported agreement. Petitioners have not demonstrated that the Decedent either accepted the Artist Equity Term Sheet or that Ms. Ellis-Lamkins had the legal authority to accept the agreement on his behalf.

13. The Personal Representative also questions whether the Artist Equity Term Sheet was performed; whether it survived the written notice of termination provided by the Special Administrator; and whether it was superseded by the Letter of Intent. These concerns will be explored during discovery.

14. Unless specifically admitted, the Personal Representative denies each and every allegations, claim, and request in the Initial and Supplemental Petitions. The Personal Representative specifically denies the allegations, claims and requests for relief contained in Petitioners' prayer for relief.

WHEREFORE, the Personal Representative requests an order of this Court as follows:

1. Denying the Initial and Supplemental Petitions;
2. Granting the Personal Representative costs and attorney's fees incurred herein; and
3. Granting such further relief as the Court may deem, just, equitable and proper.

Dated: March 8, 2017

/s/ Joseph J. Cassioppi

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