

# Fredrikson

& BYRON, P.A.

July 5, 2017

**VIA E-FILE AND E-SERVE**

The Honorable Kevin W. Eide  
Judge of the District Court  
Carver County Justice Center  
604 East 4<sup>th</sup> Street  
Chaska, MN 55318

**REDACTED**

Re: *In re The Estate of Prince Rogers Nelson*  
Court File No. 10-PR-16-46

Dear Judge Eide:

We write on behalf of Comerica Bank & Trust, N.A., in its role as personal representative (“Personal Representative”) of the Estate of Prince Rogers Nelson (the “Estate”), to provide the Court with an update following its June 15, 2017 Order and to respond to the letters filed by counsel for Sharon, Norrine, and John Nelson (“the Nelsons”) and by counsel for L. Londell McMillan.

After receiving the Court’s June 15, 2017 Order Instructing the Personal Representative and Protective Order (the “Protective Order”), the Personal Representative filed an unredacted copy of the 2014 WBR Agreement with the Court and provided the Agreement to UMG’s counsel on an attorneys-eyes-only basis. The Personal Representative also secured permission from WBR and all parties to provide UMG’s counsel (on an attorneys-eyes-only basis) with all under seal filings submitted in connection with the Personal Representative’s Motion to Approve Rescission, as well as other materials related to WBR’s relationships with the Decedent. The Personal Representative did so in order to provide UMG with the full benefit of all relevant underlying documents, as well as the claims and analysis of WBR, the Nelsons, Mr. McMillan, and Bremer Trust.

On June 22, 2017, the Personal Representative also set up and held a conference call involving the following parties: the Personal Representative, its counsel (including entertainment counsel), and its entertainment advisor Troy Carter; UMG’s outside and in-house counsel; counsel for all of the Heirs; and Mr. McMillan and his counsel. The call lasted more than one hour.

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As we indicated during the June 13, 2017 hearing on this matter, the Personal Representative had concerns that providing the 2014 WBR Agreement and related documents to UMG would not change UMG's decision and would, in fact, embolden UMG. This is exactly what occurred. After analyzing the 2014 WBR Agreement and reviewing all parties' analysis, argument, and evidence (including the 14 documents listed in Footnote 1 of UMG's June 26, 2017 letter to the Court), UMG told the Court in its June 26, 2017 letter that the information it discovered through this process has not altered its demand for rescission of the UMG Agreement. To the contrary, UMG claims that the information it has reviewed has only convinced UMG more strongly that it was misled in connection with the UMG Agreement.

In particular, Mr. McMillan's continued interactions with UMG have not only failed to persuade UMG that his representations during the negotiation of the UMG Agreement were accurate, but have affirmatively caused further damage to the Estate's relationship with UMG, not to mention violated the Court's Protective Order. Given that the Estate is now requesting rescission as a direct result of Mr. McMillan's representations to UMG and his advice to the Estate, it is not surprising that Mr. McMillan has zealously opposed the Personal Representative's Motion to Approve Rescission of the UMG Agreement. Unfortunately, Mr. McMillan crossed the line in his attempts to preserve the UMG Agreement and his own commission. Rather than assist the Estate, he has exasperated UMG and destabilized an already volatile situation. On June 23, 2017, Mr. McMillan wrote to UMG executives directly, without the knowledge or consent of UMG's counsel. In his email, Mr. McMillan discussed the specific terms of, and quoted language from, the 2014 WBR Agreement, both in violation of the Court's Protective Order, which authorized disclosure of the 2014 WBR Agreement only to UMG's counsel on an attorneys-eyes-only basis. Mr. McMillan also disclosed to non-attorneys at UMG details of confidential business negotiations between WBR and the Estate. Mr. McMillan's violation of the Protective Order is particularly concerning because in one of his growing number of public statements regarding the Estate, on the same day the parties held a confidential hearing regarding rescission, Mr. McMillan stated his intention not to comply with his confidentiality obligations to the Estate. (*See* Ex. A, June 13, 2017 tweet by @LondellMcMillan ("I may be subject to a NDA and confidentiality but I will never sell out and I will speak out to defend, when appropriate. #EMANCIPATION2").)

In response to Mr. McMillan's email, UMG's counsel stated that Mr. McMillan's actions were "sabotaging [Prince's legacy] by actively damaging its relationship with the world's premier record company, UMG," that his proposals were "not constructive and smack of desperation," and that "his actions to date as relates to UMG appear to have done affirmative harm to the Estate and its beneficiaries." As a result, UMG's counsel stated that "UMG has no interest in engaging in further discussions with Mr. McMillan regarding any potential 'business solution' to the current dispute for multiple reasons, including that he has no authority to enter into deals or speak on behalf of the Estate, and that he has antagonized UMG by his conduct." The

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correspondence exchanged from June 23 to June 27, 2017, among Mr. McMillan, UMG, and their respective counsel are attached hereto as Exhibit B.

Because the arguments stated by Mr. McMillan and the Nelsons (the “Objectors”) regarding the WBR Agreement in their recent letters to the Court have already been briefed by the Personal Representative and extensively argued by all parties during the June 13 hearing, the Personal Representative will not respond again to the substance of all of such assertions. The following issues raised, however, merit a response.

- The Objectors claim that the Personal Representative does not have the expertise needed to administer the Estate. The Objectors know that this assertion is false, and are raising it simply because they disagree with the Personal Representative’s position regarding rescission. The Personal Representative was selected by all of the Heirs based on its expertise managing complex estates. Following its appointment, the Personal Representative swiftly acted to retain specialized entertainment counsel to advise and assist the Personal Representative regarding entertainment matters. Additionally, after a thorough search and interview process, the Personal Representative retained Troy Carter as its entertainment advisor. Mr. Carter has extensive experience and is extremely well-regarded in the entertainment industry. He is uniquely suited to advise the Estate due to his experience managing world-famous artists and building a highly-successful entertainment company. Most importantly, and contrary to Mr. McMillan, Mr. Carter has strong working relationships with all actual and potential entertainment partners of the Estate, which will increase the Estate’s ability to maximize value on all future entertainment deals. A list of Mr. Carter’s credentials is attached hereto as Exhibit C.
- The Objectors mischaracterize the Rescission Agreement as resulting in a [REDACTED] loss to the Estate. As we explained at the hearing, the [REDACTED] that UMG paid the Estate was merely an advance on royalties. Rescinding the UMG Agreement does not prevent the Estate from earning royalties by entering into alternative agreements and by collecting royalty payments [REDACTED] from WBR in the future under the 2014 WBR Agreement. If rescission is approved, the only current loss to the Estate would be the [REDACTED] in commissions paid to Mr. McMillan and Mr. Koppelman and the significant legal fees incurred in connection with the agreement. The Personal Representative has requested guidance from the Court regarding whether the Personal Representative should investigate and, if warranted, pursue recovery of the [REDACTED] in commissions if rescission is approved. Regardless, allowing this dispute to fester will only ensure that the Estate is unable to monetize the rights granted to UMG under the UMG Agreement.
- The Objectors characterize the disputed language in the 2014 WBR Agreement as unambiguous and subject to uniform and well-established industry standards. In the conference call held on June 22, however, Mr. McMillan acknowledged that “there is no

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dispute these rights are confusing,” and “the agreement could have been drafted better.” In any event, Objectors’ arguments have failed to persuade UMG that WBR’s claims of overlapping rights are meritless and they have also failed to persuade UMG that it was fully and accurately apprised of the controversy surrounding the Estate’s rights prior to entering into the UMG Agreement.

- The Objectors suggest, again, that the Personal Representative should have immediately sought to compel disclosure of the 2014 WBR Agreement to UMG after this dispute arose. The Personal Representative, did, however, seek permission to share the 2014 WBR Agreement with UMG immediately after the dispute arose, but such permission was denied by WBR. Just as Bremer Trust did not seek to compel disclosure of the 2014 WBR Agreement to UMG during its negotiation of the UMG Agreement, the Personal Representative did not seek to compel its disclosure due to concerns its disclosure would result in greater harm or expose the Estate to greater potential liability. UMG’s June 26, 2017 letter to the Court indicates that the Personal Representative’s concerns were well founded and disclosure of the 2014 WBR Agreement did not assist in resolving UMG’s concerns.
- The Objectors continue to misrepresent the rights at issue as minor or unimportant in the context of the broader UMG Agreement. As the record demonstrates, the rights at issue [REDACTED] and were considered by UMG to be the most important and most valuable rights it acquired under the UMG Agreement.
- The Objectors assert that the Personal Representative has failed to utilize its leverage over WBR and suggest that the Personal Representative should have attempted to force WBR into withdrawing its claims of overlapping rights by [REDACTED] and by blocking other efforts to exploit entertainment rights under the 2014 WBR Agreement. While the leverage that such a negotiation tactic would provide is debatable, the damage it would cause to the Estate is certain. By blocking WBR from exploiting the Decedent’s music compositions, the Personal Representative would be depriving the Estate of substantial revenue. Such an action is simply not in the best interests of the Estate.
- Finally, the tone of the Nelsons’ letter to the Court and Mr. McMillan’s social media and other statements to the public regarding the Estate is unprofessional and their continued personal attacks on the Personal Representative (rather than focusing on arguments regarding the merits of the issue before the Court) are unproductive. The Personal Representative respectfully requests that all parties remain cognizant of the public nature of this dispute and the substantial damage that can occur when parties publicly disparage the Estate.

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At the end of the day, while the Personal Representative is disappointed that the parties have not been able to reach an alternative resolution, the Personal Representative believes it is in the best interests of the Estate for the Court to limit the ongoing damage to the Estate and therefore respectfully requests that the Court grant its Motion to Approve Rescission of the UMG Agreement.

Respectfully submitted,

/s/ Joseph J. Cassioppi

Joseph J. Cassioppi  
*Attorney at Law*  
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Enclosures  
EAU/js/61655310\_1

# EXHIBIT A



**L Londell McMillan**  
@LondellMcMillan

Tweets 8,051   Following 989   Followers 12.2K   Likes 5,302



**L Londell McMillan** @LondellMcMillan · Jun 14  
Odd how some are so loud & angry over absurd & false claims but want U/me 2 be "silent" on truth when justice dismiss such false claims 🙄

10   7   45



**L Londell McMillan** @LondellMcMillan · Jun 14  
Good morning Beloveds 🌞 Have a wonderful day! Maintain focus & stay in the light... #KeepTheFaith #Love4OneAnother ❤️

3   6   38



**L Londell McMillan** @LondellMcMillan · Jun 13  
Let's see what the Billboard & the tabloids say tomorrow & next week...

5   4   36



**L Londell McMillan** @LondellMcMillan · Jun 13  
In a room with a bunch of people today & none of them ever had anything to do with P's biz "ever" yet wanna run his music empire now! 🙄 SMH

25   15   98



**L Londell McMillan** @LondellMcMillan · Jun 13  
#NEVERSCARED. #RespectTheLegacy

1   6   30



**L Londell McMillan** @LondellMcMillan · Jun 13  
I may be subject to a NDA and confidentiality but I will never sell out and I will speak out to defend, when appropriate. #EMANCIPATION2 🙄

5   7   44



**L Londell McMillan** @LondellMcMillan · Jun 13  
Some think they need not follow #Prince's wishes & think they have power to do what they want! 🙄 NO. I DONT THINK SO 🙄 #RespectTheLegacy ❤️ SMH

9   10   69



**L Londell McMillan** @LondellMcMillan · Jun 13  
On way back home to NYC from Court in Minn... 🙄 Good Day! The Struggle Continues. #NoFraud #Emancipation2

6   3   33

**EXHIBIT B**

**REDACTED**

**Unger, Emily**

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**From:** L Londell McMillan [<mailto:llm@thenorthstargroup.biz>]

**Sent:** Tuesday, June 27, 2017 4:28 PM

**To:** Edelman, Scott A.

**Cc:** Alan I. Silver; Chrystal Matthews; Robin Ann Williams; Cassioppi, Joseph; Bach, Nathaniel L.; Thorpe, Stephanie J.

**Subject:** Re: UMG

Scott,

It does not surprise me that you would not welcome or facilitate a business conversation with UMG. In fact, that has been the pattern since you were engaged unfortunately. As you also note from your clients and the Court, your continued personal attacks are unwarranted and without merit. It serves no purpose to exchange repeated accusations and low blows over a legitimate business dispute.

Notwithstanding your communication, the business solution is best for the Estate and UMG. Enjoy your vacation.

Thank you,

Londell

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On Tue, Jun 27, 2017 at 5:11 PM, Edelman, Scott A. <[SEdelman@gibsondunn.com](mailto:SEdelman@gibsondunn.com)> wrote:

Al,

As you know, after considering in depth all of the parties' filings in connection with the rescission motion and all related conversations (including with your client), UMG submitted its position regarding the 2014 WBR Agreement and rescission motion to the Court in my letter filed yesterday. Therefore, I do not believe a separate ongoing discussion regarding the arguments contained in your email will be constructive. Suffice it to say, UMG disagrees with your client's contentions regarding what UMG had been unequivocally promised with respect to [REDACTED]

[REDACTED]. Regarding the email chain between your client and Jeff Harleston that you attached to your email, [REDACTED]

[REDACTED] is therefore not relevant to the current dispute in any event.

As for your client's repeated unwelcome direct communications sent to my client (despite my requests that such communications be sent through me) and his ethical obligations as an attorney, I direct you to Section 4.2(c) of the New York Rules of Professional Conduct which governs such situations where a lawyer is represented by counsel (as I understand your client is admitted to practice in that state). That section bars direct communications with a represented party unless certain conditions are met which have not been here. As for your client's disclosure to UMG executives regarding the substance of the 2014 WBR Agreement, we disagree that your client's conduct was appropriate but we will leave any determination regarding the propriety or impropriety of that communication to the Court and others. I do note a pattern in which your client seems to believe that he has the right to operate outside the rules that govern everyone else.

Finally, UMG has no interest in engaging in further discussions with Mr. McMillan regarding any potential "business solution" to the current dispute for multiple reasons, including that he has no authority to enter into deals or speak for the Estate, and that he has antagonized UMG by his conduct. Please note that I am currently out of the country on vacation, and am unavailable for a phone call until I return on July 5th.



**Scott A. Edelman**

## GIBSON DUNN

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**From:** Alan I. Silver [mailto:ASILVER@bassford.com]

**Sent:** Sunday, June 25, 2017 10:23 AM

**To:** Edelman, Scott A. <SEdelman@gibsondunn.com>

**Cc:** L Londell McMillan <llm@thenorthstargroup.biz>; Chrystal Matthews <chrysm@thenorthstargroup.biz>; Robin Ann Williams <rawilliams@bassford.com>; Joseph Cassioppi (jcassioppi@fredlaw.com) <jcassioppi@fredlaw.com>; Bach, Nathaniel L. <NBach@gibsondunn.com>; Thorpe, Stephanie J. <SThorpe@gibsondunn.com>

**Subject:** RE: UMG

Scott:

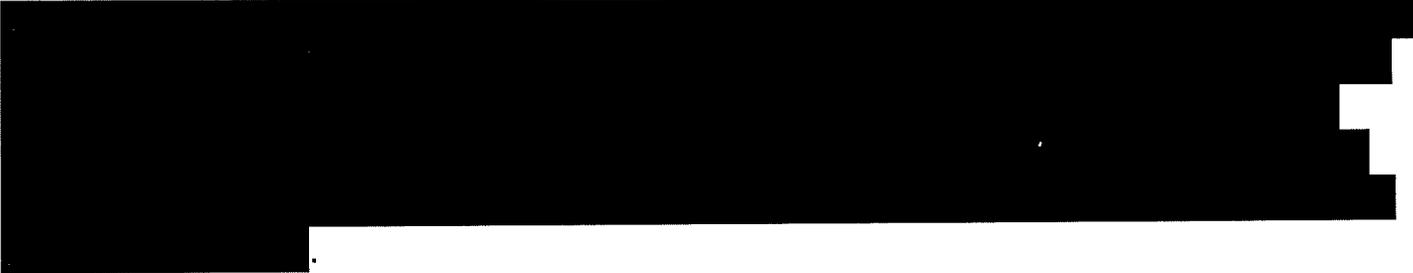
In response to your email below, and attached letter, Mr. McMillan is an attorney, but he is not acting as a lawyer with respect to the Prince Estate. [REDACTED]

With respect to the ongoing argument about whether UMG was promised "cloud-free title," we again refer you to our brief and supporting documents and [REDACTED]

[REDACTED] So, there was no intent to mislead and, to the extent any third-party claim developed, the contract provides a remedy to address it.

During oral argument, Robin Ann Williams discussed an email chain between Jeff Harleston and Mr. McMillan in August 2016. It is attached here. In this chain, [REDACTED]

Without getting into the substance of communications with my client, I did review a draft of the email before it was sent, but the draft did not show the intended recipients. [REDACTED]



Having said that, I know that Mr. McMillan is extremely frustrated that both his words and intentions have been greatly misconstrued, and he would very much like to directly address the business people with whom he negotiated the original deal. He would still like to speak directly with them, either in person or on the phone. He continues to feel that there is a business solution to the current impasse, and would very much appreciate having the opportunity to discuss those solutions with the appropriate UMG business people in conjunction with representatives from Comerica. Contrary to what your letter states, in his communication Friday evening, he made it very clear that he cannot speak for Comerica or bind the estate. Nevertheless, in light of his many years of experience in the entertainment business, and his knowledge of Prince and his music, he thinks that he could play a constructive role in finding a solution to the current problem. Accordingly, we will not be addressing the remaining statements in your letter, as a war of words between lawyers will not lead to progress and, in fact, may hamper potential solutions.

I am available most of the morning on Monday if you would like to discuss further.

AI



Alan I. Silver

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If you have received this communication in error, please notify us immediately at [asilver@bassford.com](mailto:asilver@bassford.com) or by telephone at [612.376.1634](tel:612.376.1634).

Thank you.

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**From:** Edelman, Scott A. [<mailto:SEdelman@gibsondunn.com>]  
**Sent:** Saturday, June 24, 2017 9:39 AM  
**To:** Alan I. Silver  
**Cc:** L Londell McMillan; Chrystal Matthews; Robin Ann Williams; Joseph Cassioppi ([jcassioppi@fredlaw.com](mailto:jcassioppi@fredlaw.com)); Bach, Nathaniel L.; Thorpe, Stephanie J.  
**Subject:** RE: UMG

Al, please see the attached letter concerning Mr. McMillan's conduct, reflecting today's date.



**Scott A. Edelman**

## GIBSON DUNN

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**From:** Alan I. Silver [mailto:ASILVER@bassford.com]  
**Sent:** Friday, June 23, 2017 7:10 PM  
**To:** Edelman, Scott A. <SEdelman@gibsondunn.com>  
**Cc:** L Londell McMillan <llm@thenorthstargroup.biz>; Chrystal Matthews <chrysm@thenorthstargroup.biz>; Robin Ann Williams <rawilliams@bassford.com>  
**Subject:** Fwd: UMG

Scott, I am forwarding an email to you that Londell McMillan sent this evening to a number of UMG executives. Al.

Sent from my iPad

Begin forwarded message:

**From:** L Londell McMillan <llm@thenorthstargroup.biz>  
**Date:** June 23, 2017 at 8:29:46 PM CDT  
**To:** [REDACTED]

**Cc:** "Alan I. Silver" <asilver@bassford.com>, Robin Ann Williams <rawilliams@bassford.com>, Chrystal Matthews <chrysm@thenorthstargroup.biz>  
**Subject:** UMG

Greetings All:

First, I sincerely regret we find ourselves in this dispute now, which is most unfortunate. After such great intentions, I am saddened to see the loss of such momentum and enthusiasm. Truly, it is my hope we can get to a better place. Accordingly, I write this note to follow-up on yesterday's conference call with Alasdair, Scott Edelman, Comerica and their counsel, Sharon Nelson (who is an Estate heir and the eldest sibling of Prince), certain counsel to other heirs of the Prince Estate, and my legal counsel.

After personally advocating for the disclosure and release of the 2014 WBR Agreement (the "WBRA") to UMG for months, both privately then by taking legal action, it was our intention that UMG would now track all parties concerns and contractual interpretations. After the recent Court hearing and the subsequent Order to disclose the WBRA, I requested the conference call to discuss providing UMG with the full benefit of the bargain it negotiated (and even more). However, I was met with loud, interruptive and uncharacteristically confrontational accusations from Alasdair (who is usually tough yet kind and respectful) to a matter, albeit difficult, certainly not one those of us who directly negotiated this deal thought would be easy or "cloud-free" as such term has been used. The meeting was rather unproductive and leaves us proceeding on a path that we should avoid.

UMG should receive the benefit of it's bargain not rescission. However, there was never "cloud-free" title and it was never promised. When we negotiated the UMG contract, the UMG representatives understood that [REDACTED]

[REDACTED]. No one close to the negotiations should have been completely surprised that WBR might attempt to take a position similar to what it did. In fact, it took the position within hours after the UMG deal was announced, which indicates that it was planning to challenge the deal even before it knew what had been negotiated with UMG. That is exactly what they did and I tried to prevent it but was not allowed or authorized to help do so. It took my legal filings to allow me to have a voice in the matter. What was surprising is that we did not coordinate and protect the deal made for the legacy of Prince and his amazing music and creative works.

While I will likely be attacked further, I will continue to defend Prince's legacy, protect the heirs I serve, and act in the best interest of the Estate, even at my own cost. I will also defend my name and support Bremer for our work with the Estate. Unfortunately, some look to place blame and I've taken personal and professional hits from numerous absurd and false accusations (of fraud) which has caused me harm. No fraud occurred. [REDACTED]

[REDACTED] Again, there was no fraud and those claims were false and harmful.

As UMG knows, [REDACTED]

[REDACTED] UMG was not in the dark except Bremer chose to not disclose the WBR Agreement due to the confidentiality clause I advised them to bring to the Court's attention.

UMG's legal counsel has focused on my email stating that [REDACTED]. That email responded to [REDACTED]. Please take another careful look at what my response was related. However, in terms of the WBRA, it was – and remains – my understanding of the WBRA, based upon my own review of the contract and what I was told by the lawyers who reviewed the contracts.

When the dispute first arose with WBR early February, I confronted WBR and immediately contacted UMG to offer help (after my term as Special Advisor ended and Comerica took charge). It was later communicated to me by Comerica that UMG did not wish to have my early involvement to help seek a resolution (which was odd since I always advocated taking action to disclose the WBRA to UMG). After months of rejection and no progress (on behalf of certain heirs of the Estate as well as myself), I had to take legal action to (i) advocate UMG's review of the WBRA contract they refused to allow UMG to review, (ii) object to rescission, and (iii) now seek a favorable business and creative solution.

While UMG seeks a simple remedy of rescission, I respectfully submit that rescission is not the answer and numerous viable business and legal solutions are available; these potential solutions would be far less contentious and financially advantageous to UMG and the Estate if your business and creative team allows us time to address them as well as listen to the music available to be immediately released (including Vault music) with no conflicts with WBR. While I attempted to relay such message yesterday, on a call some of my colleagues called an "ambush" and set up, I was unable to speak much without interruption.

**This is the need to write to you now. Prince has a music and video treasure trove which should be explored immediately. Michele and I know this well. There is great opportunity to remedy this dispute and enhance the UMG deal for everyone should UMG and the Estate meet and confer together for business and creative purposes, not litigation or rescission.**

While the Court would need to agree to any modifications, it is clear the Judge wants us to resolve the matter and Comerica expressed a willingness to do so also (I do not speak for Comerica yet the heirs do have a voice in this process, as evidenced by the legal proceedings). Of note, the Court did not grant the rescission agreement (entered by UMG and Comerica) immediately after the hearing and there are at least three heirs who oppose rescission and object to how this was done. Please be mindful that the UMG Agreement expressly provides [REDACTED]

[REDACTED] Judge Eide has thoughtfully offered the parties an opportunity to resolve this matter and we should take it. A mutually beneficial solution is the best way to go to benefit UMG and the Estate. While I do not attempt to address all the points relevant to this matter, set forth below are a few important thoughts and ideas for a better and more manageable result.

**BUSINESS & CREATIVE IDEAS:** There are a myriad of opportunities but it starts with the willingness to hear the music and move forward to create a catalog plan befitting Prince. The economics will take care of themselves, as Prince has always proven to be a bankable artist. It would be helpful to explore these ideas.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**LEGAL POINTS:** I am highlighting certain points I was unable to articulate given I was interrupted at almost every turn. Certainly, UMG has it's counsel who will advise yet attest that WBR has no clear legal claim to support it's position and the WBRA they drafted has serious difficulties. We remain confident in our position. Should UMG simply wish to rescind, [REDACTED]

[REDACTED] Without limitation, we've identified over 20 indicators to support the position taken by Bremer and it's advisors (including myself) but set out only a few below for review and consideration at this time.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**FINAL THOUGHTS:**

Please note, the above reference legal points and business ideas are not exclusive of the Estate seeking an amicable and/or legal resolution with WBR [REDACTED]

[REDACTED]. However, the problems raised by WBR should be the problems and issues for the Estate to remedy not UMG to rescind. The Estate should resolve such matters and the Estate parties have indicated a willingness to do so. I cannot speak for Comerica but the Court has expressed a strong desire to see an amicable resolution. There is currently no direct legal conflict with UMG or violation now other than [REDACTED]. Such a dispute is only speculative and premature to know for certain. Further, those are potential issues for the Estate to resolve and there is considerable business to be done now for UMG (as well as incentives for WBR to resolve any conflicts).

Despite the conference call yesterday, now that UMG's counsel has reviewed the Agreement, we remain hopeful UMG will allow the parties to press along and enjoy the benefits of the bargain negotiated -- namely distribute Prince's music to the world now -- while allowing the Estate the opportunity to clear up any and all rights in dispute and/or issues with WBR.

All rights are expressly reserved. Please feel free to forward to Scott Edelman, as I do not have his email address. Have a great weekend and you all have my contacts should you wish to resolve this matter amicably and immediately.

Thank you,

Londell

L. Londell McMillan  
The NorthStar Group  
Chairman  
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New York, NY 10001

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This message may contain confidential and privileged information. If it has been sent to you in error, please reply to advise the sender of the error and then immediately delete this message.



GIBSON DUNN

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June 24, 2017

VIA EMAILAlan Silver  
Bassford Remele  
100 South 5th Street, Suite 1500  
Minneapolis, MN 55402-1254Re: *In re the Estate of Prince Rogers Nelson*  
Court File No. 10-PR-16-46

Dear Al:

I will get right to the point. Your client is a lawyer. By sending an unsolicited email last evening directly to my client UMG's executives, your client Mr. McMillan is violating not only my request that I made to you orally and in writing on June 19 that he not contact anyone at UMG regarding this matter in which UMG is represented by counsel, and the Rules of Professional Responsibility that prohibit such contact, but he appears to have violated the confidentiality provisions of the 2014 WBR Agreement and the Court's June 15, 2017 Order by disclosing its terms to individuals at UMG who have not been authorized to receive them. If your client sent this email without your approval, you should confirm that fact to me, as we are considering calling this to the Court's attention.

This letter is not to address the merits (to the extent there are any) of your client's email or his various and varying arguments made to date regarding the conflict between the 2014 WBR Agreement and the UMG Agreement. However, I must correct your client's misstatements in his email that he was in any way "ambushed" on yesterday's phone call—a phone call he requested and in which you participated. Nor was he "unable to articulate" any points, or "interrupted at almost every turn," as he claims. Indeed, the phone call lasted for over an hour and Mr. McMillan spoke for at least half the time, and I and UMG's attorneys gave him and every other participant on the call an open opportunity to add whatever he or she believed needed to be said regarding the 2014 WBR Agreement so that UMG could consider all perspectives in connection with its Court-ordered review of that agreement. In addition, his ad hominem attacks on my client, Alasdair McMullan, are also unfounded, inappropriate, and unprofessional. Even after Mr. McMullan left the call for a meeting, I provided a final opportunity for any further comment or opinion from anyone on the line; no one had anything further to add, and the call was concluded.

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Alan Silver  
June 24, 2017  
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I must also correct your client's misstatement that there was never "cloud-free" title conveyed to UMG pursuant to the UMG Agreement. That statement is so clearly false it is offensive. Your client confirmed to UMG clearly that it would be receiving [REDACTED] there was no equivocation in that position in his representation to UMG and there is no uncertainty in the text of the UMG Agreement itself. Indeed, numerous representations and warranties were provided by the Estate to UMG to ensure that the UMG Agreement was and remained cloud-free.

All this goes to say that your client is not, as he proclaims, defending Prince's legacy—he is sabotaging it by actively damaging its relationship with the world's premier record company, UMG. He believes he is acting in the best interests of the Estate, but he has no authority to speak for the Estate, and his actions to date as relates to UMG appear to have done affirmative harm to the Estate and its beneficiaries. Moreover, because he has no authority to speak for the Estate, his various "business proposals" are not constructive and smack of desperation.

Your client's stream-of-consciousness missives will only do him harm if rescission is not obtained in the probate court and UMG is forced to file suit in California, as he is creating an evidentiary record that will be used to his detriment. Much like someone stuck in quicksand, each time your client tries to help his own cause, he sinks himself deeper. At the same time, each communication from your client convinces mine all the more strongly that it has been misused by yours. Further argument or protest on his behalf will not ameliorate the situation, it will worsen it.

I urge you again to counsel your client to show restraint and not contact my client directly; all communications should come through me. As for whether your client has breached the confidentiality provisions of the 2014 WBR Agreement, and whether your client is interfering with the administration of the Estate, are matters I will leave to WBR, the Personal Representative, and the Court.

Sincerely,



Scott A. Edelman

SAE/nb

cc: Joseph Cassioppi

# EXHIBIT C

## **Credential List for Troy Carter**

### **Recent Music Experience:**

Currently serves as **Global Head of Creator Services for Spotify**, the world's largest music streaming company. Responsibilities include content procurement. Troy Carter serves as the primary relationship management between the global music community and Spotify.

**Founder/CEO of Atom Factory**, an entertainment company responsible for launching and managing careers of global superstars including Lady Gaga, Meghan Trainor, John Legend, and Charlie Puth.

Artist-related responsibilities included:

- Negotiation of recording agreements with major labels including UMG, WBR, and Sony Music Group.

- Negotiation of music publishing agreements with UMPG, SONY/ATV, Warner Chappell, and other major publishers.

- Negotiation of merchandise deals with Bravado, Signature, and other merchandise companies.

- Negotiation of global tours with Live Nation, AEG, C3, and other major promoters.

- Responsible for producing some of the most successful live-touring events in history, including the record-breaking "Monster Ball Tour" for Lady Gaga.

- Managing relationships and negotiation of deals with Coca Cola, Pepsi, L'Oréal, Buick, H&M, Barney's, Beats Electronics, Apple, Samsung, Google, Amazon, Virgin Mobile, Staples, Harmon, Facebook, MTV, Viacom, Conde Naste, and dozens of other Fortune 100 corporations.

- Primary member of litigation teams alongside artists' legal teams.

- Extensive experience in music copyright and intellectual property.

### **Television Experience:**

- Produced over 100 episodes of television on both broadcast and cable television.

- Nominated for Emmy Award for Lady Gaga's HBO Special

- Produced critically acclaimed documentary Southern Rites for HBO.

### **Investor/Advisory Services:**

- Spotify (streaming service)

- Songza (Google streaming service)

- Genius (lyric aggregator)

### **Thought Leadership:**

- Drexel University Visiting Professor

- Harvard University Guest Lecturer

- Subject of two Harvard Business School case studies

- USC Guest Lecturer
- UCLA Guest Lecturer
- NYU School of Music
- UC Santa Barbara
- Kellogg School of Management

**Entertainment Industry Recognition:**

- Billboard, "Power 100" (multiple years including 2017)
- Fast Company Magazine, "Most Creative People"
- The Hollywood Reporter, "Silicon Beach Power Player"
- The Root, "Power 100"
- TriBeCa Disruptive Innovation Award

**Notable Panels:**

- Los Angeles County Bar Association, "Future of the Music Business," featuring:  
Troy Carter (Atom Factory)  
Jeffrey Harleston (UMG General Counsel)  
Don Passman (Attorney and Author of "This Business of Music")
- Music Matters Keynote Speaker
- Music Business Association Keynote Speaker
- Wall Street Journal Conference
- Recode Conference

**Press Recognition:**

- Featured protagonist in NY Times Best Seller "Blockbusters" by Anita Elberese

**Featured Professional:**

- NY Times, Wall Street Journal, The Economist, LinkedIn Influencers, Billboard, Fast Company, Wired Magazine

**Member of Board of Trustees:**

- Grammy Foundation
- Library of Congress Madison Council
- Aspen Institute
- United Nations Global Entrepreneur Council
- Los Angeles Mayor's Office board of Entrepreneurship