

STATE OF MINNESOTA  
COUNTY OF CARVER

DISTRICT COURT  
FIRST JUDICIAL DISTRICT  
PROBATE DIVISION

Court File No.: 10-PR-16-46

In Re:

Estate of Prince Rogers Nelson,  
Decedent.

**REDACTED**  
**AFFIDAVIT OF STEVEN H. SILTON IN**  
**ACCORDANCE WITH ORDER**  
**REGARDING PROCEDURE FOR FEE**  
**APPLICATIONS**

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

Steven H. Silton, after being duly sworn, states:

1. I am an attorney duly licensed to practice and in good standing in the State of Minnesota and, if called as a witness, I could and would competently testify to the facts stated herein based on my own personal knowledge.

2. I am an attorney at Cozen O'Connor ("Cozen") and former counsel of record for Omarr Baker ("Baker") and Tyka Nelson ("Nelson"). I submit this affidavit in accordance with the Order re: Procedure for Fee Applications ("Order") issued by Special Master Richard B. Solum ("Judge Solum") on May 4, 2019.

3. Baker retained Cozen in June 2016 and Nelson retained Cozen in December 2016 to provide legal services and specialized advice regarding the Estate of Prince Rogers Nelson (the "Estate"). Cozen formally appeared in the matter on Baker's behalf on June 23, 2016, and entered an appearance on Nelson's behalf on January 4, 2017. Cozen withdrew as Nelson's counsel of record on January 23, 2018 and as Baker's counsel of record on June 18, 2018.

4. This affidavit specifically addresses the request in Paragraph 2 of Judge Solum's Order addressing fees incurred between February 1, 2017 and December 31, 2018. I also expressly

incorporate Cozen's prior submissions regarding attorneys' fees, as the positions Cozen took in those submissions remain constant and applicable to our pending motions.

5. Cozen provided the time entries for services contributing to the benefit of the Estate in Exhibit E to the affidavit of Thomas P. Kane dated January 10, 2019 and Exhibit A to the affidavit of Steven H. Silton dated March 29, 2019. Cozen seeks \$585,776.00 in fees and \$18,983.83 in costs from February 1 to December 31, 2017. (*See* Affidavit of Thomas P. Kane dated Jan. 10, 2019, ¶ 42.) Cozen seeks \$206,774.50 in fees and \$2,475.72 in costs from January 1 to June 18, 2018. (*See* Affidavit of Steven H. Silton dated March 29, 2019, ¶ 35.)

6. Pursuant to Judge Solum's Order, we provide the following support for an attorneys' fees award to Cozen for these four categories: (1) services in furtherance of determining heirship; (2) services in furtherance of rescinding the UMG agreement; (3) services opposing the removal of Comerica as PR; and (4) services objecting to the conduct and compensation associated with Jobu Presents, Koppelman and McMillan, and the engagement/work of the Second Special Administrator.

#### **Services in Furtherance of Determining Heirship**

7. Given the high profile nature and size of the Estate, there have been numerous claims from individuals alleging to be heirs. Cozen took the lead on behalf of the then non-excluded Heirs and briefed and argued the motion before the Court to name Omarr Baker, Alfred Jackson, John Nelson, Norrine Nelson, Sharon Nelson, and Tyka Nelson as Prince's heirs. (*See* Ex. 1,<sup>1</sup> Omarr Baker, Alfred Jackson, John Nelson, Norrine Nelson, Sharon Nelson, and Tyka

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<sup>1</sup> I include these exhibits to aid the Court's understanding of the work done for the benefit of the Estate pursuant to Minn. Stat. § 524.3-720. Where an exhibit was originally filed confidentially, the confidential version is attached unless I was not a recipient of the confidential filing, in which case the redacted version is attached.

Nelson's Mem. of Law in Supp. of Motion to Determine Heirs, filed April 12, 2017.) The Court granted the motion. (*See* Ex. 2, Determining Intestacy, Heirship, and McMillan Motions, filed May 18, 2017.) This benefited the Estate by bringing much-needed clarity regarding the Heirs' identity, and setting the clock running on the one-year period for any additional heirs to come forward. Between May 18, 2017 and May 18, 2018, no additional credible heirs came forward, and Prince's siblings remain the sole heirs.<sup>2</sup>

8. Cozen also provided assistance in the appellate proceedings regarding heirship claims brought by Darcell Gresham Johnston, et al. (No. A16-1545), Venita Jackson Leverette (No. A16-1546), and Brianna Nelson and Minor V.N. (No. A16-2042). The Personal Representative briefed and argued these appeals on behalf of the Estate and the Heirs. Cozen's work benefited the Estate by ensuring the Heirs' input in the Personal Representative's submissions to the appellate court and advising the Personal Representative's counsel on these issues as the Personal Representative was not involved in the case when these issues were first raised.<sup>3</sup> As a result of the work, the Minnesota Court of Appeals upheld trial court's decisions to exclude these individuals as heirs (*see* Ex. 3, *Matter of Estate of Nelson*, 901 N.W.2d 234 (Minn.

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<sup>2</sup> The Personal Representative agreed that Cozen's efforts were instrumental in the heir determination. *See* Comerica Bank & Trust, N.A.'s Memorandum in Response to Heirs' Attorney Fee Motions, filed April 15, 2019, at p. 4 ("Cozen researched, briefed, and argued the Motion to Determine Heirs, which was filed April 12, 2017, and granted by the Court by Order dated May 18, 2017. This Motion benefitted the Estate by providing certainty regarding the identity of the Heirs and by commencing the one-year limitations period for any additional claims of heirship.") (internal citations omitted).

<sup>3</sup> The Personal Representative agreed that Cozen's knowledge at the district-court level was instrumental in the heir appeals. *See* Comerica Bank & Trust, N.A.'s Memorandum in Response to Heirs' Attorney Fee Motions, filed April 15, 2019, at p. 5 ("Because Cozen and Mr. Bruntjen were involved in briefing and arguing the heirship claims at the district-court level (before the Personal Representative was appointed), they had unique knowledge of the subject matter of the appeals and their involvement in the appeals contributed to the Estate's success.").

Ct. App. 2017); Ex. 4, *Matter of Estate of Nelson*, No. A16-2042, 2017 WL 3974316 (Minn. Ct. App. Sept. 11, 2017)) and the Minnesota Supreme Court denied further review.

9. Cozen presents two amounts of fees relating to heirship (category: H): \$124,699.50 incurred from February 1 to December 31, 2017, and \$1,620.00 incurred from January 1 to June 18, 2018.

10. In my opinion, the time Cozen seeks for reimbursement for efforts related to the heirship issues is just and reasonable and commensurate with the benefit to the Estate from the recovery so made or from such services.

#### **Services in Furtherance of Rescinding the UMG Agreement**

11. Judge Solum requested an affidavit addressing the services provided in furtherance of rescinding the agreement with Universal Music Group (the “UMG Agreement”). I, along with other Cozen attorneys, used my best judgment in separating the fees by categories because the district court requested such a presentation. Given the nature of this Estate, however, certain categories are naturally overlapping. The Court of Appeals recognized this as a shortcoming of a categories-based approach. *See Nelson*, 2018 WL 492639, at \*6 (“the district court need not employ a line-by-line method of determining compensation,” unless in its discretion it “deems such a method to be helpful or appropriate.”).

12. While Cozen did not include a specific category of fees relating to rescission of the UMG Agreement, the “Special Administrator” category that Cozen submitted naturally overlaps with the UMG Agreement, and the fees requested in this category include fees related to rescission of the UMG Agreement.

13. As the U.S. Supreme Court recognized in *Hensley v. Eckerhart*, Cozen may recover fees incurred when the claims “involve a common core of facts” or are “based on related legal

theories.” 461 U.S. 424, 425 (1983). Cozen’s fees contained in the “Special Administrator” category contain time relating to rescission of the UMG Agreement, and the fees involve a common core of facts.

14. I present below a timeline of Cozen’s involvement in raising issues regarding the UMG Agreement with the Court.<sup>4</sup> Cozen’s (1) investigation into the actions of the Special Administrator and its advisors; and (2) its actions to divulge those previously-undisclosed facts led the Court to stay the Special Administrator’s discharge, and eventually led the Personal Representative to move to rescind the UMG Agreement.

15. On January 20, 2017, the Court stated Bremer would cease to serve as Special Administrator of the Estate after January 31, 2017. (*See* Ex. 5, Order for Transition from Special Administrator to Personal Representative, filed Jan. 20, 2017, p. 1.) In the same order, the Court held the Personal Representative and the Special Administrator must enter into a Common Interest Agreement. (*Id.*, p. 3.) The Special Administrator insisted on the Common Interest Agreement before it would transfer the Estate-related assets and documents in its possession to the Personal Representative. The Court approved the Common Interest Agreement and stated that as a condition of the transfer from Special Administrator to Personal Representative, the two entities cannot be adverse to each other:

**As a result of the Common Interest Agreement, Bremer Trust, Patrick A. Mazorol, and Stinson Leonard Street, LLP, on the one hand, and Comerica and Fredrikson & Byron, P.A., on the other hand, cannot, at any time, be adverse to each other in connection with this Estate.**

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<sup>4</sup> For a detailed discussion of the facts surrounding the rescission of the UMG Agreement, I also respectfully refer the Court to the Report and Recommendation of the Second Special Administrator Concerning the Rescission of the Universal Music Group Agreement that was filed under seal on Dec. 15, 2017.

(*Id.*, p. 4 ¶ 9, emphasis added.) The Personal Representative and the Special Administrator signed the court-approved Common Interest Agreement shortly thereafter.

16. Despite Bremer's impending exit, the UMG Agreement remained incomplete and unfinished. Bremer delayed in providing a copy of the UMG Agreement to the Non-Excluded Heirs until close to the final day of its special administration.

17. On January 31, 2017, the Court, pursuant to an expedited telephone hearing, approved the UMG Agreement. This was the last day of the Special Administrator's term.

18. The approved UMG Agreement was in fact comprised of two separate components—(1) a recording contract that replaced the Decedent's agreements with Warner Bros. Records after their expiration, and (2) the Vault Masters agreement. (*See* Ex. 6, Mem. in Sup. of Mot. to Approve Rescission, filed under seal May 17, 2017, at pp. 4-5.)

19. At the January 31, 2017 telephonic hearing regarding the UMG Agreement, I argued (on Baker's behalf) that the Special Administrator was pushing to approve the UMG Agreement despite missing terms. (*See* Ex. 7, Letter to Judge Kevin W. Eide, filed under seal Jan. 31, 2017.) This violated the Court's October 6, 2016 order, in which the Court approved the short-form version of the UMG Agreement. (*See* Amended Order Granting in Part the Special Administrator's Motion to Approve Recommended Deals & Denying Motion to Void Advisor Agreement, filed under seal Oct. 6, 2016.) Other Heirs—represented by experienced entertainment lawyers—also evaluated the UMG Agreement, recommended the Estate *not* enter the UMG Agreement, and communicated the same to the Court. Over the Heirs' objections, the Court approved the UMG Agreement on January 31, 2017.

20. Effective February 1, 2017, the Court appointed Comerica as the Personal Representative of the Estate. The Court also held it would discharge the Special Administrator

“upon the final approval of the final accounts and the fee statements and the submission to the Court of a receipt of the assets shown on the final accounting signed and filed by Comerica Bank & Trust.” (*See* Ex. 8, Second Order Relating to the Transition from Special Administrator to Personal Representative, filed Jan. 31, 2017, p. 3.)

21. Subsequently, the Court set a deadline for the Heirs to file any final objections to the Special Administrator by March 8, 2017. (*See* Ex. 9, Scheduling Order Relating to Approval of Attorneys’ Fees, Final Accounting and Extension of Powers, filed February 22, 2017, at ¶ 8.) Cozen (on Baker’s behalf) filed an objection to the Special Administrator’s accounting and discharge. (Ex. 10, Mem. in Supp. of Omarr Baker’s Objections to Bremer Trust, National Association’s Final Accounts through January 31, 2017, filed under seal March 8, 2017.) Bremer filed a response to Baker’s objections. (*See* Ex. 11, Bremer Trust’s Response to Omarr Baker’s Objections to Bremer Trust’s Accounting through January 31, 2017, filed under seal March 17, 2017.)

22. Per the scheduling order set, the Court held the accounting issue “shall be considered for approval on or after March 18, 2017.” (*See* Ex. 9, Scheduling Order Relating to Approval of Attorneys’ Fees, Final Accounting and Extension of Powers, filed Feb. 22, 2017, p. 2.) The Court stated it would discharge Bremer “upon the final approval of the final accounts and the fee statements and the submission to the Court of a receipt of the assets shown on the final accounting signed and filed by Comerica Bank & Trust.” (*See* Ex. 8, Second Order Relating to the Transition from Special Administrator to Personal Representative, filed Jan. 31, 2017, p. 3.)

23. On March 22, 2017—two weeks *after* the deadline to submit objections to Bremer’s accounting and discharge—the Personal Representative uploaded correspondence with Warner

Brothers (“WB”) and UMG to a data room for the Heirs. (*See* Ex. 12, Affidavit of Steven H. Silton, filed under seal April 7, 2017, Exs. A-F.)

24. On April 5, 2017, the Personal Representative provided counsel to the Non-Excluded Heirs with a copy of UMG’s rescission demand, which was sent on April 4, 2017. (Ex. 12, Affidavit of Steven H. Silton, filed under seal April 7, 2017, Ex. G.) In the letter to the Personal Representative, UMG gives the Personal Representative a deadline of Friday, April 7, 2017 to respond with certain written assurances, and demands return of the \$31 million payment. (*See* Ex. 12, Affidavit of Steven H. Silton, filed under seal April 7, 2017, Ex. G, p. 2.)

25. The same day the Heirs received a copy of UMG’s rescission demand, the Court discharged the Special Administrator. (*See* Ex. 13, Order Granting Special Administrator’s Request to Approve Payment of Special Administrator’s and Attorneys’ Fees and Costs through January 31, 2017 and Final Accounts and Inventory, filed April 5, 2017, p. 5) (“Bremer Trust and its agents are hereby discharged from any and all liability associated with its Special Administration of the Estate.”)

26. Cozen immediately filed a supplemental objection on behalf of Baker, joined by counsel for Alfred Jackson. (Ex. 14, Omarr Baker and Alfred Jackson’s Supplemental Objections to Bremer Trust, National Associations Final Accounts through January 31, 2017, filed under seal April 7, 2017; Ex. 12, Affidavit of Steven H. Silton, filed under seal April 7, 2017.) In its objection, Cozen raised the rescission demand from UMG, explained the significant risk the rescission demand created for the Estate, and described the culpability of Special Administrator and its agents in the botched UMG Agreement. (*Id.*)

27. Notably, Cozen’s briefing was the *only* way the rescission issue was raised with the Court. The Special Administrator did not raise the issue, and had no interest in doing so given its

pending discharge. Pursuant to the Common Interest Agreement, the Personal Representative arguably could not raise the issue.

28. Days after receipt of Cozen's April 7 filing, the Court stayed the Special Administrator's discharge. (*See* Ex. 15, Order Staying Discharge of Special Administrator, filed April 12, 2017.) The Court cited the information disclosed in Cozen's April 7, 2017 filing as the reason for the stay, stating it "ha[d] now learned that litigation may be forthcoming which may relate to actions taken by the Special Administrator." (*Id.*)

29. Had Cozen not raised this issue in its filing on April 7, 2017, the Court would have remained unaware of the Special Administrator's actions and UMG's rescission demand. The Estate would have remained liable over a bungled deal and would have lacked the Court's necessary involvement in the rescission that subsequently took place.

30. Moreover, had Cozen not raised this issue, the Special Administrator and its agents (Koppelman and McMillan) would have remained discharged from "any and all liability associated with its Special Administration of the Estate." Given the facts that followed—including the appointment, investigation, and subsequent findings of the Second Special Administrator, all in the context of the Common Interest Agreement in place—it is not hyperbole to state such a discharge would have been catastrophic for the Estate.

31. On May 17, 2017—one month after the Court stayed the Special Administrator's discharge—the Personal Representative moved for the Court's approval to rescind the UMG Agreement. (*See* Ex. 16, Comerica Bank & Trust's Mem. in Supp. of Motion to Approve Rescission of Exclusive Distribution and License Agreement, filed under seal May 17, 2017.) Cozen, on Baker's behalf, filed a response and reply in support of the Personal Representative's motion. (*See* Ex. 17, Omarr Baker's Response in Support of Comerica Bank & Trust, N.A.'s

Motion to Approve Rescission of Exclusive Distribution and License Agreement, filed under seal June 6, 2017; Ex. 18, Affidavit of Steven H. Silton, filed June 8, 2017; Ex. 19, Omarr Baker's Reply in Support of Comerica Bank & Trust, N.A.'s Motion to Approve Rescission of Exclusive Distribution and License Agreement, filed under seal June 9, 2017; Ex. 20, Affidavit of Steven H. Silton, filed under seal June 9, 2017.)<sup>5</sup>

32. The Court held a closed hearing on the Personal Representative's motion on June 13, 2017. Cozen, on Baker's behalf, attended the hearing and presented argument. Before, during, and after the hearing, UMG continued to demand rescission. (*See generally* Ex. 21, Report and Recommendation of the Second Special Administrator Concerning the Rescission of the Universal Music Group Agreement, filed under seal Dec. 15, 2017.)

33. The Court granted the Personal Representative's motion and approved rescission of the UMG Agreement on July 13, 2017. (*See* Ex. 22, Order & Memorandum Granting Motion to Approve Rescission of the Exclusive Distribution and Licensing Agreement, filed July 13, 2017.) In the order, the Court noted it "must proceed cautiously to preserve the assets of the Estate. If litigation is commenced in New York or California, the exploitation of a substantial portion of the Prince music catalog may be lost for years. . . . [and] if the Estate were unsuccessful in litigation and the UMG Agreement was ultimately voided, the Estate could be held liable for extensive attorneys' fees and costs over and above the distribution advances." (*Id.*, p. 5.) The Court further

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<sup>5</sup> The Personal Representative agreed that Cozen's efforts were instrumental in addressing rescission of the UMG Agreement. *See* Comerica Bank & Trust, N.A.'s Memorandum in Response to Heirs' Attorney Fee Motions, filed April 15, 2019, at pp. 5-6 ("[Cozen's] efforts benefitted the Estate by helping to ensure the success of the Personal Representative's Motion and the avoidance of costly and protracted litigation with two of the Estate's most important entertainment partners. . . . these fees by Cozen and Mr. Bruntjen related to rescission of the UMG Agreement are properly payable by the Estate.").

noted it “believes that the other option of long and potentially expensive litigation while tying up the music rights owned by the Estate makes the other option more treacherous.” (*Id.*, p. 6.)

34. Cozen presents the above to provide context for the actions it took and the fees it seeks relating to its objections and other actions involving the Special Administrator. Cozen’s investigation, research, and filings did not amount to needless or undeveloped objections to actions the Special Administrator was rightfully taking. Rather, Cozen raised serious issues with the Estate’s administration that were imperative for the Court to address—especially in terms of the UMG Agreement.

35. In an average estate, one could argue the Personal Representative could have taken on Cozen’s investigation, research, and filings to disclose the rescission issue. However, the Common Interest Agreement handicapped the Personal Representative’s power when it came to investigating the Special Administrator’s actions. Therefore, Cozen’s actions, in many instances including (but not limited to) the UMG Agreement, were the *only* way for the Court to find out about missteps in the Estate’s administration while the Common Interest Agreement was in place. Given the Court’s findings about the threat of expensive litigation by UMG, including attorneys’ fees and costs, Cozen’s actions relating to objecting to the Special Administrator and its agents’ role in pushing through UMG Agreement were for the direct benefit of the Estate.

36. It was crucial for Cozen to object to the Special Administrator’s discharge, as such a discharge included the advisors, Koppelman and McMillan. (*See* Ex. 13, Order Granting Special Administrator’s Request to Approve Payment of Special Administrator’s and Attorneys’ Fees and Costs through January 31, 2017 and Final Accounts and Inventory, filed April 5, 2017, p. 5) (“Bremer Trust *and its agents* are hereby discharged from any and all liability associated with its Special Administration of the Estate,” emphasis added.) In other words, discharge of the Special

Administrator was tied to a discharge of its advisors. Knowing the extent of the advisors' wrongdoing and damage done to the Estate, Cozen had to object to the Special Administrator's discharge for the benefit of the Estate.

37. Furthermore, had the Court discharged the Special Administrator and its agents, the Estate would have lost the commissions relating to the UMG Agreement and the Jobu Presents Agreement. As discussed below, the Second Special Administrator found the advisors had to refund the more than \$3.2 million in commissions associated with these botched deals. Had Cozen not objected to the discharge of the Special Administrator and its advisors, the Estate would have permanently lost those commissions.<sup>6</sup>

38. Notably, the Court did not lift this stay of discharge until late last year. (*See* Ex. 23, Amended Order & Memorandum Granting Bremer Trust, N.A.'s Motion to Lift the Stay of Discharge and Approve Payment of Attorneys' Fees and Costs, filed Oct. 17, 2018.) The stay remained in place throughout the Second Special Administrator's investigations, discussed below.

39. Cozen presents two amounts of fees relating to the Special Administrator (category: SA): \$116,209.00 incurred from February 1 to December 31, 2017, and \$18,374.00 incurred from January 1 to June 18, 2018.

40. In my opinion, the time Cozen seeks for reimbursement for efforts related to the Special Administrator is just and reasonable and commensurate with the benefit to the Estate from the recovery so made or from such services.

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<sup>6</sup> The Personal Representative agreed that Cozen's efforts were instrumental in the refund of the commissions. *See* Comerica Bank & Trust, N.A.'s Memorandum in Response to Heirs' Attorney Fee Motions, filed April 15, 2019, at p. 7 ("Cozen's objections eventually led to the appointment of the Second Special Administrator Peter Gleekel, who investigated the conduct of Koppelman and McMillan, among others, and is now in the process of seeking recovery of more than \$3.2 million in commissions paid to McMillan and Koppelman in connection with the terminated Jobu Presents transaction and the rescinded UMG Agreement.").

**Services Opposing the Removal of Comerica as PR**

41. In October 2017, Sharon, Norrine, and John Nelson filed a Motion to Allow Petition for Permanent Removal of Comerica Bank & Trust N.A. as Personal Representative. (*See* Petition to Permanently Remove Comerica Bank & Trust, N.A. as Personal Representative, filed Oct. 27, 2017.) Upon receipt of this motion, Cozen (as counsel for Baker) contacted the Personal Representative to discuss what support was necessary to address this petition.

42. Cozen (on Baker's behalf) responded to the petition to remove Comerica as Personal Representative. (*See* Ex. 24, Omarr Baker's Response to the Petition to Permanently Remove Comerica Bank & Trust, N.A. as Personal Representative, filed Nov. 10, 2017.) Cozen emphasized the upheaval that would come with replacing the Personal Representative, especially when no credible legal reason was given to do so. (*Id.*) Baker also filed an affidavit correcting misrepresentations made in the Petition. (*See* Ex. 25, Affidavit in Response to Petition to Permanently Remove Comerica Bank & Trust, N.A. as Personal Representative, filed Nov. 10, 2017.)<sup>7</sup>

43. The Court authorized Comerica to continue administration of the Estate while the Petition was pending. (*See* Ex. 26, Order Authorizing Comerica Bank & Trust, N.A. to Continue Administering the Estate, filed Oct. 31, 2017.) In that order, the Court ordered the Personal Representative to "be extra vigilant in its communication with the heirs and their counsel regarding any negotiations, settlements or important decisions to be made on behalf of the Estate." (*Id.*, at p.

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<sup>7</sup> The Personal Representative agreed that Cozen's efforts in opposing the Personal Representative's discharge benefited the Estate. *See* Comerica Bank & Trust, N.A.'s Memorandum in Response to Heirs' Attorney Fee Motions, filed April 15, 2019, at p. 7 ("Cozen's and Mr. Bruntjen's opposition to the Petition and the affidavit of Mr. Baker assisted the Personal Representative in avoiding what would have been, at minimum, a costly transition and, at worst, a disastrous takeover of the Estate by a self-interested party.").

3.) The Court subsequently held a hearing on November 20, 2017, which I attended on Baker's behalf along with my colleague, Thomas Kane. The Court denied the Petition on December 18, 2017, authorizing Comerica to continue the Estate's administration. (*See Ex. 27, Findings of Fact, Conclusions of Law & Order Denying Petition to Permanently Remove Comerica Bank and Trust N.A. as Personal Representative, filed Dec. 18, 2017.*)

44. Cozen presents two amounts of fees relating to the removal of Comerica as Personal Representative (category: D): \$22,882.00 incurred from February 1 to December 31, 2017, and \$2,816.50 incurred from January 1 to June 18, 2018.

45. In my opinion, the Cozen time is sought for services relating to responding to the petition to permanently remove the Personal Representative is just and reasonable and commensurate with the benefit to the Estate from the recovery so made or from such services.

**Services Objecting to the Conduct and Compensation Associated with Jobu Presents, Koppelman and McMillan, and the Engagement/Work of the Second Special Administrator**

46. In 2017 and 2018 as additional information came forth regarding Bremer's entertainment advisors and Jobu Presents,<sup>8</sup> Cozen was alone in raising these issues before the Court. Bremer, its counsel Stinson Leonard Street, and its entertainment advisors L. Londell McMillan and Charles Koppelman made no disclosures to the Court, the Heirs, or their counsel regarding the significant issues that have now come to light. Cozen, at times joined by counsel for the other Heirs, filed no fewer than eight objections to Bremer, McMillan, and/or Koppelman.<sup>9</sup>

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<sup>8</sup> For a more detailed chronology of the events in this category that Cozen raised for the Court, I respectfully refer the Court to the Affidavit of Thomas P. Kane filed on August 8, 2018 and the Report and Recommendation of the Second Special Administrator Concerning the Jobu Presents Agreement filed on May 15, 2018.

<sup>9</sup> In reverse chronological order, (1) Supplemental Objections to Bremer Trust, National Association's Discharge from Liability, filed April 24, 2017; (2) Omarr Baker and Alfred

47. Cozen's efforts benefited the Estate by raising before the Court issues regarding the Special Administrator and its advisors' role in the Prince Tribute Concert and various entertainment deals, including the UMG Agreement. Cozen pointed out to the Court that there was an apparent breach of fiduciary duty involving self-dealing by the Special Administrator and its advisors.<sup>10</sup>

48. This subsequently led the Court to appoint the Second Special Administrator, Peter J. Gleekel and the law firm Larson King, to conduct an investigation regarding the rescission of the UMG Agreement. The Court appointed the Second Special Administrator on August 21, 2017. (*See* Ex. 28, Order Appointing Second Special Administrator, filed Aug. 21, 2017). In the Order, the Court stated a Second Special Administrator was needed in part because "[t]he Personal Representative cannot or should not act to investigate the circumstances leading to the rescission

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Jackson's Supplemental Objections to Bremer Trust, National Associations Final Accounts through January 31, 2017, filed April 7, 2017; (3) Omarr Baker and Tyka Nelson's Objections to Bremer Trust, National Association's Final Accounts Through January 31, 2017, filed March 13, 2017; (4) Omarr Baker's Objection to Special Administrator's Request for Fees and Costs and Attorney's Fees Through December 31, 2016, filed January 30, 2017; (5) Omarr Baker and Tyka Nelson's Supplemental Objections to Final Account Through 11/30/16 Final Account from 12/31/16, and Petition for Order Approving Accounting Distribution of Assets and Discharge of Special Administrator, filed January 23, 2017; (6) Omarr Baker and Tyka Nelson's Objection to Special Administrator's Request for Legal Fees through December 31, 2016, filed January 19, 2017; (7) Omarr Baker and Tyka Nelson's Objections to Final Account through 11/30/16, Final Account from 12/1/16 through 12/31/16, and Petition for Order Approving Accounting, Distribution of Assets, and Discharge of Special Administrator, filed January 11, 2017; (8) Memorandum of Law in Support of Non-Excluded Heirs' Objections to Advisor Agreement and Court Approval of "Major Deals," filed under seal Sept. 28, 2016.

<sup>10</sup> The Personal Representative agreed that Cozen's efforts were instrumental in exposing the wrongdoing of the Special Administrator's advisors. *See* Comerica Bank & Trust, N.A.'s Memorandum in Response to Heirs' Attorney Fee Motions, filed April 15, 2019, at p. 7 ("Cozen was instrumental in exposing the misconduct of the former Special Administrator's advisors Charles Koppelman and L. Londell McMillan, particularly as it related to the Estate's agreement and subsequent dispute with Jobu Presents.").

of the UMG Agreement due in part to its Common Interest Agreement with the former Special Administrator.” (*Id.*, p. 1.)

49. As the Second Special Administrator began its investigation, Cozen realized the investigation had to be expanded. The Court had recognized the handicap the Personal Representative had in addressing issues with the Special Administrator because of the Common Interest Agreement. However, months before, the Court had directed the Personal Representative to “investigate and make an informed decision regarding whether any action should be pursued for the return of the advance paid by Jobu Presents to the Estate for the right to conduct the Tribute Concert, which advance was subsequently returned to Jobu Presents.” (*See* Ex. 29, Order Granting Special Administrator’s Request to Approve Payment of Special Administrator’s and Attorneys’ Fees and Costs through January 31, 2017 and Final Accounts and Inventory, dated April 5, 2017 at p. 5.) Given the Common Interest Agreement in place, such an investigation was impossible and remained undone.

50. For this reason, Cozen, on Baker’s behalf, subsequently moved to expand the Second Special Administrator’s authority to authorize an investigation and allow an informed decision regarding whether any action should be pursued for the return of the advance paid by Jobu Presents to the Estate for the right to conduct the Tribute Concert. (*See* Ex. 30, Mem. in Supp. of Motion to Expand the Authority of the Second Special Administrator, filed Oct. 30, 2017.) Both the Special Administrator and Heirs Sharon, Norrine, and John Nelson opposed Baker’s motion. (*See* Ex. 31, Bremer Trust’s Response to Omarr Baker’s Motion to Expand the Authority of the Second Special Administrator, filed Nov. 17, 2017; Ex. 32, Mem. in Opp. To Motion to Expand the Authority of the Second Special Administrator, filed Nov. 17, 2017.)

51. The Court expanded the Second Special Administrator's authority in February 2018, again recognizing the handicap of the Common Interest Agreement. (*See* Ex. 33, Order Expanding Authority of the Second Special Administrator, filed Feb. 2, 2018) ("As with the investigation regarding the rescission of the UMG Agreement, pursuant to the Common Interest Agreement, the Personal Representative cannot and should not act to investigate and make an informed decision regarding whether any action should be pursued for the return of the advance paid by Jobu Presents to the Estate for the right to conduct the Tribute Concert, which advance was subsequently returned to Jobu Presents.").

52. Cozen worked with the Second Special Administrator on both investigations, providing documents and answering questions as requested. After lengthy investigations, the Second Special Administrator made findings, which the Court accepted, showing the wrongdoings by the Special Administrator's advisors.

53. Had Cozen not raised these issues with the Court, the Estate would have suffered significant damage, lost considerable assets, and would lack the information uncovered by the court-ordered investigations. (*See* Ex. 21, Report and Recommendation of the Second Special Administrator Concerning the Rescission of the Universal Music Group Agreement, filed under seal Dec. 15, 2017; Ex. 34, Report and Recommendation of the Second Special Administrator Concerning the Jobu Presents Agreement, filed under seal May 15, 2018.)

54. The Second Special Administrator's investigations resulted in identification of claims and sums to recover, many of which Cozen had previously raised. (*See, e.g.*, Ex. 21 at p. 31 ("As to [Stinson Leonard Street], there exists a reasonable basis to pursue a claim for repayment to the Estate of those fees and costs paid to SLS in respect of the work performed on the UMG Agreement. To that end, it is recommended that SLS be required to account to the Personal

Representative and/or the Court for all such fees and costs and a claim be pursued for recovery of same. It is the further recommendation that there exists a reasonable basis for a claim against the Advisors [McMillan and Koppelman] for repayment . . . . In addition to the belief that the requisite degree of care, skill and diligence required under the circumstances was not exercised by SLS, Meister Seelig, and the Advisors, it would be unjust for SLS and the Advisors to maintain the sums they have received in respect of the UMG Agreement.”); at 33 (“In light of the Court’s rescission of the UMG Agreement, a decision correctly made as in the best interests of the Estate, it makes no sense to conclude that the Estate has received anything of value that would entitle the Advisors to a commission.”); at 34 (“The Estate has suffered considerable out of pocket expenses in the form of the fees and costs paid to SLS and the Advisors for professional and expert services for which no value was received. Under the circumstances, the Second Special Administrator believes it is in the best interests of the Estate to pursue those out of pocket expenditures. To not pursue the claims, would allow these parties to unjustly enrich themselves at the expense of the Estate.”).)

55. The Second Special Administrator subsequently moved the Court for a refund of \$3.2 million in commissions paid to McMillan and Koppelman “in conjunction with the terminated Jobu Agreement and Court-ordered, rescinded UMG Agreement.” (*See* Ex. 35, Mem. of Law in Supp. of the Second Special Administrator’s Motion for Refund of Fees, filed Sept. 4, 2018, at pp. 14-15 (“In light of Jobu’s termination of [redacted text]. Thus, McMillan is not entitled to a commission . . . . The same reasoning applies to the UMG Agreement.”) and 20 (“Indeed, McMillan’s efforts arguably generated additional work and expense for the Estate . . .”).)

56. Over objections from the advisors, the Court granted the Second Special Administrator’s motion in part and ordered the advisors to refund the commissions received relating to the terminated Jobu Presents agreement and the rescinded UMG Agreement. (*See* Ex.

36, Order & Memorandum on Second Special Administrator’s Motion for Return of Fees) (noting it was “a temporary order to protect the assets of the Estate.”). The matter remains pending subject to a full record and consideration of the Advisor Agreement, but it appears likely given the Second Special Administrator’s findings that the commissions will remain refunded.

57. Had Cozen not raised these issues with the Court, worked with the Second Special Administrator, and moved to expand the Second Special Administrator’s authority, it is likely none of these issues would have come to light, and the Estate would remain without reimbursement of the advisors’ wrongly received commissions pursuant to the UMG Agreement and the Jobu Presents agreement.

58. Cozen presents the following amounts of fees relating to McMillan/Koppelman (category: M/K), the Second Special Administrator (category: SSA), Jobu Presents and the Tribute (category: T):

- M/K: \$71,946.50 incurred from February 1 to December 31, 2017, and \$1,478.00 incurred from January 1 to June 18, 2018
- SSA: \$75,570.50 incurred from February 1 to December 31, 2017, and \$33,743.50 incurred from January 1 to June 18, 2018
- T: \$4,992.00 incurred from February 1 to December 31, 2017

59. I also reiterate that as with the UMG Agreement rescission issues, the “Special Administrator” category that Cozen submitted naturally overlaps with issues relating to the conduct and compensation associated with Jobu Presents, Koppelman and McMillan, and the engagement/work of the Second Special Administrator. The fees requested in the Special Administrator category—\$116,209.00 incurred from February 1 to December 31, 2017, and

\$18,374.00 incurred from January 1 to June 18, 2018—are relevant to and interrelated with the facts described above.

60. In my opinion, the Cozen time sought for services relating to claims regarding Jobu Presents, claims against the Special Administrator's experts, L. Londell McMillan and Charles Koppelman, and services relating to appointment of the Second Special Administrator is just and reasonable and commensurate with the benefit to the Estate from the recovery so made or from such services.

61. In addition to the above-described categories, the Court should award Cozen attorneys' fees associated with the additional categories Cozen included in its fee motions, described in previously submitted affidavits and below:

E - Entertainment;

PP - Paisley Park;

C - updating clients, filing, research costs, and court appearances;

F - the remanded attorneys' fees decisions; and

G – general fees which could not be adequately categorized, but were for the benefit of the Estate.

#### **E – Entertainment**

62. Cozen performed services that were reasonably and necessarily incurred to maintain the right of the Heirs to participate in the negotiation and finalizing proposed entertainment deals.

63. Cozen conducted research, prepared arguments, and presented arguments to the Court relating to the entertainment deals. These efforts benefited the Estate by providing the

collective entertainment expertise of the counsel for the Heirs and Representatives to assist in the negotiations and provided a spot at the table for the Heirs to provide their input in the deals.

64. Throughout the Estate proceeding, the Court has repeatedly emphasized the importance of open lines of communication between the Estate's administrators and the Heirs. (*See, e.g.*, Ex. 37, Order Establishing Protocol for Finalizing Court-Approved Entertainment Agreements, filed under seal Nov. 23, 2016, at p. 2; Ex. 27, Findings of Fact, Conclusions of Law & Order Denying Petition to Permanently Remove Comerica Bank and Trust N.A. as Personal Representative, filed Dec. 18, 2017, at p. 4 (“Comerica should place a priority on effective communication with the heirs.”); Ex. 38, Order Regarding Personal Representative's Fees and Costs for February 2019 through January 2020 & Petition to Limit Authority of Personal Representative, filed April 23, 2019, at p. 3 (“The Court has required a significant level of communication between the Personal Representative and the Heirs.”).)

65. As part of the Court's mandate, Cozen attorneys had to remain apprised and up to date on potential entertainment deals and other Estate proceedings. To do so, Cozen attorneys conferred with others involved to reach a consensus among counsel for the Heirs. Upon developing a consensus, the Heirs provided detailed redlines and comments for the various entertainment deals.

66. As a result of these efforts, the final versions of the entertainment deals were materially better for the Estate than the draft agreements initially submitted.

67. Additionally, Cozen's fees contained in the “Entertainment” category naturally overlap with time contained in the Special Administrator category relating to rescission of the UMG Agreement and to other categories, as the fees involve a common core of facts.

68. Cozen presents two amounts of fees relating to the entertainment deals (category: E): \$113,462.00 incurred from February 1 to December 31, 2017, and \$66,472.00 incurred from January 1 to June 18, 2018.

69. In my opinion, the Cozen time sought for reimbursement for efforts related to entertainment deals is just and reasonable and commensurate with the benefit to the Estate from the recovery so made or from such services.

### **PP – Paisley Park**

70. Following Prince's death, there was a substantial amount of work to be done regarding the administration of the Estate, including Prince's Paisley Park. As such, Cozen spent a considerable amount of time acting as a liaison between Bremer, the Heirs, and other interested parties.

71. This included advising and counseling on asset preservation and revenue generating opportunities available to the Estate, as well as methods for capitalizing on those opportunities, including measures and opportunities related to Paisley Park. This also included work consulting with and advising the Special Administrator on issues that the Heirs wanted the Special Administrator to consider but it did not consider since the Special Administrator had no firsthand knowledge of Paisley Park before Prince's death and had no firsthand knowledge of Prince's view of the items in Paisley Park that would generate value as a museum.

72. Cozen presents one amount of fees relating to Paisley Park (category: PP): \$3,508.00 incurred from February 1 to December 31, 2017.

73. In my opinion, the time Cozen seeks for reimbursement for efforts related to Paisley Park is just and reasonable and commensurate with the benefit to the Estate.

**C – Services relating to updating clients, filings, research costs, and court appearances**

74. As stated above, the district court consistently emphasized in its orders and the judge's statements from the bench the importance of the Estate's administrators working cohesively with the Heirs. (*See, e.g.*, Ex. 37, Order Establishing Protocol for Finalizing Court-Approved Entertainment Agreements, filed under seal Nov. 23, 2016, at p. 2; Ex. 38, Order Regarding Personal Representative's Fees and Costs for February 2019 through January 2020 & Petition to Limit Authority of Personal Representative, filed April 23, 2019, at p. 3; Ex. 27, Findings of Fact, Conclusions of Law & Order Denying Petition to Permanently Remove Comerica Bank and Trust N.A. as Personal Representative, filed Dec. 18, 2017, at p. 4, 12-13 (It is "in the best interest of the Estate to attempt to improve the level or manner of communication between Comerica and the heirs, their attorneys and their advisors so all heirs feel they are properly advised regarding the administration of the Estate and their input is considered, as appropriate.")).

75. For the Heirs to remain informed and up to date on the Estate's proceeding, counsel described and explained to the Heirs the significance of each proceeding taking place before the district court, analyzed and interpreted the entertainment deals being proposed, and acted as a liaison between the Personal Representative and the Heirs to (1) protect the Heirs' rights in the Estate administration, and (2) ensure the Estate administration was occurring in an effective and fair manner. To do this, Cozen needed to analyze the proposed entertainment deals, analyze the Special Administrator and Personal Representative's actions, analyze their experts' actions, attend court appearances, make filings when necessary, and communicate with its clients regarding all of the above.

76. These efforts have benefited the Estate by ensuring the Heirs—who will ultimately be responsible for the Estate—stayed apprised of all that was occurring in the Estate.

77. Cozen presents one amount of fees relating to updating clients, filings, research costs, and court appearances (category: C): \$24,397.50 incurred from February 1 to December 31, 2017.

78. In my opinion, the Cozen time sought for reimbursement for efforts related to updating clients, filings, research costs, and court appearances is just and reasonable and commensurate with the benefit to the Estate.

**F – Services relating to the remanded attorneys’ fees decisions**

79. The work that I have described above in detail was done for the benefit of the Estate. Cozen has not submitted any time for payment of the Estate that solely benefited our clients. Any benefit to Cozen’s clients with the above-described work was secondary to the benefit to the Estate, and none of the work above benefited Cozen’s clients without benefiting the Estate.

80. Beginning in late 2016 and continuing to early 2017, Cozen petitioned the district court for an award of attorneys’ fees pursuant to Minn. Stat. § 524.3-720. This involved preparing invoices and affidavits to attest to the attorneys’ fees and costs sought.

81. When the Minnesota Court of Appeals remanded the fee decisions back to the trial court, Judge Solum was appointed Special Master for the purposes of assessing the remanded fees. At the Court’s request, Cozen compiled materials and submitted additional filings in support of its fees on remand.

82. These efforts benefited the Estate by ensuring the Heirs—who will ultimately be responsible for the Estate—had counsel that was adequately compensated for the time and effort spent ensuring the Estate’s welfare.

83. Cozen presents one amount of fees relating to the remanded fees (category: F): \$82,270.50 incurred from January 1 to June 18, 2018.

84. In my opinion, the Cozen time sought for reimbursement for efforts related to the remanded fees is just and reasonable and commensurate with the benefit to the Estate.

**G - General**

85. There are approximately 96 hours (billed between February 1 and December 31, 2017) totaling \$28,109.00 that could not be completely categorized into one of the above categories, although the time descriptions relate to the same common core of facts as the above categories. Cozen has included this general category to encompass these fees.

86. The fees included in the general category were incurred for the benefit of the Estate, and a review of those fees indicates the same.

87. In my opinion, the Cozen time sought for reimbursement from the general category is just and reasonable and commensurate with the benefit to the Estate.

88. Finally, I emphasize that Cozen has thoroughly reviewed and vetted the fees submitted for the benefit of the Estate. Cozen incurred more than [REDACTED] in fees and [REDACTED] in costs in the representation of Baker and Nelson in an individual capacity from February 1, 2017 to June 18, 2018. These fees were *not* for the benefit of the Estate and Cozen did not move for their payment from the Estate.

89. The fees submitted to the Court in Cozen's motions dated January 10 and March 29, 2019 were specifically incurred for the benefit of the Estate pursuant to Minn. Stat. § 524.3-720. There has been no comingling of the fees incurred for our clients' personal benefit alone with the fees submitted here.

FURTHER YOUR AFFIANT SAYETH NOT.

Dated: May 24, 2019

/s/ Steven. H. Siltan

Steven H. Siltan

Subscribed and sworn to before me  
this 24th day of May, 2019.

/s/ Amy E. Kulbeik

Notary Public