

STATE OF MINNESOTA  
COUNTY OF CARVER

DISTRICT COURT  
FIRST JUDICIAL DISTRICT  
PROBATE DIVISION

<p>In Re:  Estate of Prince Rogers Nelson,  Decedent,</p>	<p>Case Type: Special Administration Court File No. 10-PR-16-46 (Judge Kevin W. Eide)</p> <p><b><u>DECLARATION OF ERIC A.O. RUZICKA</u></b></p>
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I, Eric A.O. Ruzicka, declare as follows:

1. I am a partner at the law firm of Dorsey & Whitney LLP, counsel for third-party Warner Records Inc., formerly known as Warner Bros. Records Inc. (“WBR”), in the above-referenced matter. I submit this declaration in support of WBR’s motion to quash the Subpoena Duces Tecum and Ad Testificandum (the “WBR Subpoenas”) issued by CAK Entertainment, Inc. (“CAK”) to WBR and in support of WBR’s motion for a protective order regarding the Subpoena Ad Testificandum issued by NorthStar Worldwide, Inc. to Marc Cimino.

2. WBR was served with the WBR Subpoenas on March 18, 2020. On May 4, 2020, I met and conferred with Joseph Cassioppi, counsel for Comerica Bank & Trust, N.A., in its role as personal representative of the Estate of Prince Rogers Nelson (the “Estate”). During our meet and confer, Mr. Cassioppi disclosed that the Estate received subpoenas from CAK similar to the WBR Subpoenas. Mr. Cassioppi also disclosed that the Estate intended to produce documents in response to the subpoenas it received,

including communications between the Estate and WBR related to the rescission of the January 31, 2017 agreement between UMG Recordings, Inc. and the Estate (the “UMG Agreement”). In other words, the Estate intends to produce documents and other information relevant to its “reasonable and articulable concerns about the overlap” between the UMG Agreement and the WBR Agreement<sup>1</sup> that led to its decision to rescind the UMG Agreement.

3. On May 12, 13 and 18, 2020, I met and conferred with counsel for CAK. I raised WBR’s concerns regarding the overbreadth of the WBR Subpoenas and the irrelevance of the documents and deposition testimony being sought. CAK proposed small, conditional adjustments it was willing to make if WBR fully complied with all remaining requests. For example, CAK stated it was willing to forego the request for any and all drafts of any agreements between Prince Rogers Nelson (“Prince”) and WBR, but not the request for the final agreements and related correspondence.

4. CAK’s proposed modifications did nothing to diminish the overall burden inflicted on WBR to prepare for the deposition and search for and produce documents. It remains CAK’s position that WBR’s internal discussions regarding the UMG Agreement and the Second Special Administrator’s related investigation are relevant to whether or not the Estate had an articulable basis for rescission. It also remains CAK’s position that documents related to WBR’s negotiation and drafting of the WBR Agreement—*i.e.*,

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<sup>1</sup> The “WBR Agreement” refers to the agreement entered into on April 16, 2014 between Prince Rogers Nelson (and entities affiliated with Prince), on the one hand, and WBR, on the other hand, authorizing WBR to distribute and market certain recordings by Prince.

documents from 2014 and earlier—are relevant. Finally, it remains CAK’s position that WBR must furnish a witness in response to the Subpoena Ad Testificandum.

5. At the conclusion of our meet and confer, I advised counsel for CAK that WBR would be filing this motion with the Court.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 22<sup>nd</sup> day of May, 2020, in Minneapolis, Minnesota.

/s/ Eric A.O. Ruzicka

Eric A.O. Ruzicka