

EXHIBIT A

Declaration of Peter J. Gleekel



PETER J. GLEEKEL

pgleekel@larsonking.com

D 651-312-6555

May 1, 2020

VIA EMAIL

Erin Lisle
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John Rosenberg
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Re: *In re Estate of Prince Rogers Nelson*

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

Counsel:

In our capacity as Second Special Administrator ("SSA") to the Estate of Prince Rogers Nelson ("the Estate"), we write in response and to object to the March 17, 2020 subpoena of CAK Entertainment, Inc. ("CAK") seeking both documents and a deposition of the SSA. The SSA objects to both the document requests and the deposition as improper under Minnesota Rules of Civil Procedure 26.02, 30, 34, and 45 and the scope of relevant discovery as articulated in the Court's April 20, 2020 Scheduling Order. Unless, that aspect of the subpoena calling for the deposition of the SSA is withdrawn, we will move for a protective order precluding the deposition. Additionally, this letter is intended to offer CAK an opportunity to modify the document requests in its subpoena in compliance with the Rules and the Court's Order. If CAK so refuses, and as to the document requests it will be incumbent, under Rule 45.03, on CAK to bring a motion to compel before His Honor.



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“[A]n attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena.” Minn. R. Civ. P. 45.03(a). Parties that fail to adhere to this requirement and necessitate court involvement are subject to sanctions such as paying the attorneys’ fees of the burdened party. *Id.* This is because a court *must*, at least, limit a subpoena where it “subjects a person to undue burden,” Minn. R. Civ. P. 45.03(c)(1)(D), or seeks irrelevant information. *See e.g., Roberts v. Shawnee Mission Ford, Inc.*, 352 F.3d 358, 360–62 (8th Cir. 2003).¹

If the subpoenaing party seeks confidential or irrelevant information or information that would otherwise impose an undue burden on the responding party, then the subpoena should be quashed unless the subpoenaing party shows “a substantial need for the testimony or materials that cannot otherwise be met without undue hardship.” Minn. R. Civ. P. 45.03(c)(2). Even a subpoena seeking relevant information will be quashed “where no need is shown, or compliance would be unduly burdensome, or where harm to the person from whom discovery is sought outweighs the need of the person seeking discovery of the information.” *Miscellaneous Docket Matter # 1 v. Miscellaneous Docket Matter # 2*, 197 F.3d 922, 925 (8th Cir. 1999). Therefore, any requests that are facially irrelevant or impose an undue burden require CAK to make a showing of a *substantial* need before the SSA is obligated to respond.

The Court’s April 20, 2020 order makes clear what is relevant to this proceeding under Minnesota Statute Section 524.3.-721:

[T]he Court makes the preliminary ruling that the [SSA] does not need to establish that the UMG Agreement overlapped the Warner Brothers Agreement but, instead, that the Estate had reasonable and articulable concerns about the overlap such that, considering the other alternatives available to the Estate, it was reasonable and prudent for the Estate to rescind the agreement. Further, the [SSA] would need to prove that the entertainment advisors knew, or had reason to know, of the potential for overlap, before recommending the approval of the UMG Agreement.

¹ Federal courts’ interpretations of federal rules of procedure may provide guidance on interpretation of parallel state rules of procedure. *DLH, Inc. v. Russ*, 566 N.W.2d 60, 69 (Minn. 1997); *Black v. Rimmer*, 700 N.W.2d 521, 526 (Minn. App. 2005). *Compare* Fed. R. Civ. P. 45(d)(3) with Minn. R. Civ. P. 45.03(c).

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CAK's subpoena is overbroad and seeks irrelevant information beyond the Court's Order. First, all of the requests are without a time limitation and are the type of ill-crafted requests not allowed by the rules. Minn. R. Civ. P. 34.02(b)(1) ("The request must set forth with **reasonable particularity** each time or category of items to be inspected" (emphasis added).) "The test for reasonable particularity is whether the request places the party upon reasonable notice of what is called for and what is not." *Inline Packaging, LLC v. Graphic Packing Int'l, Inc.*, Court File No. 15-cv-3183 (ADM/LIB), 2016 WL 7042117, at *12 (D. Minn. July 25, 2016). Second, each request calls for "all documents." Requests that ask for "all" or "any" are thus not reasonably particular. Every single request by CAK lacks a temporal limitation and contains the unrestricted quantifier "all." CAK has thus failed to provide "reasonable notice" of what is called for and what is not as relates to what is relevant as determined by the Court's order.

Third, much of the information, to the extent CAK's requests are understood, is confidential and outside of the SSA's control to produce without a confidentiality agreement acceptable to Comerica. *See* Minn. R. Civ. P. 45.03(c)(2) (allowing a court to quash a subpoena that request disclosure of confidential commercial information). To the extent the SSA has any documents associated with the UMG and WBR agreements, which is the focus of nearly every request by CAK, almost every document, including the agreements themselves, are confidential. The SSA has no control or authority to alter or breach that confidentiality. Rather, that determination rests with the personal representative, Comerica, and its counsel. In fact, your clients have subpoenaed documents from Comerica and Fredrikson largely identical to those served on the SSA.

Asking for confidential documents the SSA does not control is a symptom of CAK's failure to tailor its document requests specifically to the SSA. CAK's requests for documents concerning the UMG and WBR agreements, Fredrikson's investigation, and the rescission motion appear to purposely ignore the fact that the SSA was not appointed by the Court until well after all of the relevant events transpired. The SSA was not responsible for the creation of any document prior to its report on the UMG agreement. Since CAK has also subpoenaed UMG, WBR, Comerica, and Fredrikson, it begs the question as to why CAK would seek this information from the SSA, other than to unduly burden and harass the SSA. Any documents that predate the SSA's involvement should, and have in fact, been sought from the putative source of those documents, not the SSA. Indeed, with a number of the requests, this would include CAK requesting the documents either from itself or its co-advisor NorthStar/McMillan, the person admittedly primarily responsible for communicating and negotiating with UMG. For example, Request 12 asks the SSA to produce communications that included CAK or Koppelman. *See* Minn. R. Civ.

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P. 26.02(b) (considering a party's relative access to relevant information when considering what must be produced).

While most of the documents sought are not the SSA's documents, some of the document requests, again to the extent they can be understood, seek documents that, to the SSA's knowledge do not exist. *Farmers Insurance Exchange v. West*, No. 11-cv-2297 (PAM/JJK), 2012 WL 12894845, *5 (D. Minn. Sept. 21, 2012) ("Of course, the Court cannot order any party to produce something in discovery that does not, in fact, exist.") For example, discussions regarding particular provisions of the UMG and WBR agreements. (*See, e.g.*, Requests 8 and 9.) At a minimum, CAK has no reason to believe the SSA would have such information when the SSA was not part of the creation of these agreements.

Much, if not all, of the information sought by CAK is already within or has been within CAK's possession. CAK likely had greater access to many of the documents it seeks (Requests 7, 10, 12, 13, 14) by virtue of its position as an advisor to the Estate at the time the UMG agreement was negotiated. To the extent these requests seek communications to which CAK was a party, CAK should still be in possession of all of them. Asking the SSA to now produce documents it may or may not have and which should already be in CAK's possession is an undue burden.

Finally, with respect to the document requests, a number of them, specifically nos. 5 and 6 seek information protected as attorney work product and for which CAK cannot credibly argue it has a substantial need, the failure to produce would create an undue hardship for CAK, or that the information cannot be obtained from another source. In fact, in the SSA's UMG Report and Recommendation to the Court, the SSA listed each person with whom it spoke. There is nothing prohibiting CAK from doing the same. Regardless, the SSA's Report and Recommendation to the Court and the investigation in respect thereof, are not relevant to the issues in dispute on the Estate's fee motion.

Turning to the definitions and document requests in your subpoena, the SSA specifically objects and responds as follows:

DEFINITIONS

1. The SSA objects to the definition of "Comerica" to the extent it attempts to impose upon the SSA the production of documents insulated from production by the attorney-client privilege and/or attorney work product.

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2. The SSA objects to the definition of "Bremer" to the extent it attempts to impose upon the SSA the production of documents insulated from production by the attorney-client privilege and/or attorney work product.

3. The SSA objects to the definition of "Stinson" to the extent it attempts to impose upon the SSA the production of documents insulated from production by the attorney-client privilege and/or attorney work product.

4. The SSA objects to the definition of "Fredrikson" to the extent it attempts to impose upon the SSA the production of documents insulated from production by the attorney-client privilege and/or attorney work product.

5. The SSA objects to the definition of "Estate" to the extent it attempts to impose upon the SSA the production of documents insulated from production by the attorney-client privilege and/or attorney work product.

6. The SSA objects to the definition of "SSA" to the extent it attempts to impose upon the SSA the production of documents insulated from production by the attorney-client privilege and/or attorney work product.

7. The SSA objects to the definition of "WBR Agreements" to the extent it seeks to include therein documents that are not relevant to the issues in dispute on the Estate's fee motion.

8. The SSA objects to the definition of "document" to the extent it attempts to impose obligations on the SSA not required by the Minnesota Rules of Civil Procedure including documents not within the possession of the SSA.

DOCUMENT REQUESTS

As noted above, the SSA was not appointed by the Court until well after the events, facts, and circumstances relevant to the fee motion transpired. Likewise, the SSA was not responsible for generating or maintaining any of the documents relating to those events, facts, or circumstances. In fact, the documents that were reviewed in connection with the SSA's Report and Recommendation to the Court on the UMG rescinded agreement, and noted in that report, were obtained from Fredrikson and Stinson and which totaled over 10,000 pages of documents and pleadings (which are equally available to your clients through court records). Against that backdrop, the SSA responds to the document requests as follows:

1. The SSA objects to this request on the grounds that it is overbroad and unduly burdensome in that it requests "all documents, including, without limitation." Objection is also made on the grounds that the request is vague and ambiguous in that it is not tailored to any specific provision(s) of the UMG Agreement and also seeks

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documents that are not relevant to the issues in dispute. So too is objection made on the ground that the request seeks the production of confidential/proprietary information of the Estate.

2. The SSA objects to this request on the grounds that it is overbroad and unduly burdensome in that it requests "all documents, including, without limitation." Objection is also made on the grounds that the request is vague and ambiguous in that it is not tailored to any specific provision(s) of the WBR Agreements and also seeks documents that are not relevant to the issues in dispute. So too is objection made on the ground that the request seeks the production of confidential/proprietary information of the Estate.

3. The SSA objects to this request on the grounds that it is overbroad and unduly burdensome in that it requests "all documents, including without limitation." Objection is also made on the grounds that the request is vague and ambiguous in that it is not tailored to any specific provision(s) of the UMG Agreement. The request is also objectionable on the ground of undue burden to the extent it purports to request that the SSA produce pleadings filed and of record with the Court on the Estate's motion to rescind the UMG Agreement as well as documents that clearly are in the possession, custody and control of Comerica and/or Fredrikson.

4. The SSA objects to this request on the grounds that it is overbroad and unduly burdensome in that it requests "all documents, including without limitation." Objection is also made on the grounds that the request is vague and ambiguous in that it is not tailored to any specific provision(s) of the UMG Agreement. The request is also objectionable on the ground of undue burden to the extent it purports to request that the SSA produce pleadings filed and of record with the Court on the Estate's motion to rescind the UMG Agreement as well as documents that clearly are in the possession, custody and control of Comerica and/or Fredrikson.

5. The SSA objects to this request on the grounds that it is overbroad and unduly burdensome in that it requests "all documents, including without limitation." The SSA also objects to this request on the ground that it seeks the production of documents clearly protected from disclosure as attorney work product. Objection is also made on the ground that the request seeks documents that are not relevant to the issues in dispute.

6. The SSA objects to this request on the grounds that it is overbroad and unduly burdensome in that it requests "all documents, including without limitation." The SSA also objects to this request on the ground that it seeks the production of documents clearly protected from disclosure as attorney work product. Objection is also made on the ground that the request seeks documents that are not relevant to the issues in dispute.

7. The SSA objects to this request on the grounds that it is overbroad and unduly burdensome in that it requests "all documents, including without limitation."

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Objection is also made on the ground and to the extent it seeks documents protected by the attorney-client privilege.

8. The SSA objects to this request on the grounds that it is overbroad and unduly burdensome in that it requests "all documents, including without limitation." Objection is also made on the ground and to the extent it seeks documents protected by the attorney-client privilege.

9. The SSA objects to this request on the grounds that it is overbroad and unduly burdensome in that it requests "all documents, including without limitation." Objection is also made on the ground and to the extent it seeks documents protected by the attorney-client privilege.

10. The SSA objects to this request on the grounds that it is overbroad and unduly burdensome in that it requests "all documents, including without limitation." Objection is also made on the ground and to the extent it seeks documents protected by the attorney-client privilege.

11. The SSA objects to this request on the grounds that it is overbroad and unduly burdensome in that it requests "all documents, including without limitation." Objection is also made on the ground and to the extent it seeks documents protected by the attorney-client privilege.

12. The SSA objects to this request on the grounds that it is overly broad and unduly burdensome in that it requests "all correspondence ... Including, without limitation." It is also overly broad because it is not limited in any respect to any specific issue or provision in the UMG Agreement, and for that reason as well it seeks documents that are not relevant to the issues in dispute.

13. The SSA objects to this request on the ground that it seeks documents that are not relevant to the issues in dispute.

14. The SSA objects to this request on the ground that it seeks documents that are not relevant to the issues in dispute.

15. The SSA objects to this request on the grounds that it is overbroad and seeks documents that are not relevant to the issues in dispute.

In addition to these objections, except with respect to the SSA's work product, and as stated above, all of the documents requested are in the possession of the Personal Representative, Comerica, and its lawyers. Similarly, many of the requested documents are in the possession of your clients and/or your clients' co-advisor, NorthStar/McMillan (the one principally responsible for negotiating the UMG Agreement and the party who UMG asserted defrauded it into that agreement). Thus, objection is made to each request, except nos. 5 and 6, on the grounds that they are unduly burdensome in that the documents are readily available from other parties and, in the case of the Estate, more

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properly obtained from Comerica/Fredrikson. The fact that you have subpoenaed identical documents from them amplifies the overbreadth and burden of your request.

Nevertheless, assuming you are able to work out with Comerica/Fredrikson an acceptable confidentiality agreement, we are prepared to produce to you the documents referenced above that we received from Fredrikson and Stinson.

As to the deposition of the SSA, Judge Eide's Order makes it clear that the SSA has no unique personal knowledge that may credibly be characterized as relevant to the issues in dispute. His Honor has stated that the issues are whether "the Estate had reasonable and articulable concerns about the overlap such that, considering the other alternatives available to the Estate, it was reasonable and prudent for the Estate to rescind the agreement." The facts relevant to these issues lay uniquely with Fredrikson in their role as counsel to Comerica. As you know full well, it was Fredrikson as counsel to Comerica that was forced to deal with the situation upon Comerica being appointed the personal representative by the Probate Court, including communicating with Warner Brothers and UMG, investigating their allegations, and ultimately making the determination that it was in the Estate's best interests to move the Probate Court to rescind the UMG record agreement. Thus, it is obvious the information sought in the deposition of the SSA, as set forth in the Deposition Topics portion of your subpoena, can be and should be obtained from other witnesses. The fact that the subpoena you have served on Fredrikson contains identical deposition topics of those in the SSA subpoena magnifies the obviousness of this fact. By way of example, you have asked the SSA to testify on "Fredrikson's investigation concerning the negotiation, drafting and terms of the UMG Agreement and WBR's claims or assertions of rights in or to recordings that were the subject of the UMG Agreement." Can you honestly say that Fredrikson is not the proper source of this information as opposed to the SSA?

We have not addressed each and every document request and deposition topic in this letter as to do so would unnecessarily lengthen it given the abject overbreadth of the scope of the subpoena in that it seeks discovery of the SSA's work product, seeks discovery on matters as that are not relevant to any claim or defense, and that it is unreasonably cumulative and duplicative of discovery you have served on others.

We are willing meet and confer on CAK's subpoena and its overbreadth. However, barring agreement, the SSA does not intend to produce any documents unless and until agreement with respect to confidentiality is reached with counsel for Comerica or ordered

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by the court in response to a motion to compel. Unless the deposition request is withdrawn, we will move to quash it.

Sincerely,

LARSON • KING, LLP

s/ Peter J. Gleekel

PETER J. GLEEKEL

PJG/bp
1953029

cc: William Tipping (via email)
Bradley Prowant (via email)
Joseph Cassioppi (via email)

EXHIBIT B

Declaration of Peter J. Gleekel

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

FIRST JUDICIAL DISTRICT

PROBATE DIVISION

In re:

Court File No. 10-PR-16-46

Judge: Kevin W. Eide

Estate of Prince Rogers Nelson,

SUBPOENA IN A CIVIL MATTER
Minn. R. Civ. P. 45

Decedent.

TO: Peter J. Gleekel, Larson King, LLP

Name

**2800 Wells Fargo Place
30 East Seventh Street, Suite 2800
St. Paul, MN 55101**

Address

- You are commanded to appear as a witness in the district court to give testimony at the place, date, and time specified below.

Place of Testimony	Courtroom
	Date and Time

- You are commanded to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case. **SEE SCHEDULE A attached hereto.**

Place of Deposition: Berens & Miller, P.A., 80 South 8th Street, 3720 IDS Center, Minneapolis, MN 55402	Date and Time: April 22, 2020 at 9:30 a.m. (subject to adjustment as appropriate in light of current circumstances and events)
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- You are commanded to produce and permit inspection and copying of the listed documents or objects at the place, date and time specified below (attach list of documents or objects if necessary): **SEE SCHEDULE A attached hereto.**

Place: Berens & Miller, P.A., 80 South 8th Street, 3720 IDS Center, Minneapolis, MN 55402	Date and Time: April 1, 2020 by 10:00 a.m.
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- You are commanded to permit inspection of the following premises at the place, date and time specified below.

Premises	Date	Time

Person requesting subpoena: Erin K. F. Lisle, Esq., Berens & Miller, P.A.

Telephone Number: (612) 349-6171

WARNING: FAILURE TO OBEY A SUBPOENA WITHOUT BEING EXCUSED IS A CONTEMPT OF COURT.

Signature of Issuing Attorney: <u>/s/ Erin K. F. Lisle</u> Berens & Miller, P.A. 80 South 8 th Street 3720 IDS Center Minneapolis, MN 55402 Telephone: (612) 349-6171 Email: elisle@berensmiller.com	Dated: March 17, 2020
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IMPORTANT: Both pages of this document must be served on the person receiving the summons.

RETURN OF SERVICE

STATE OF _____)
) SS.
COUNTY OF _____)

I hereby certify and return that on _____ I served a copy of this subpoena upon the person named thereon. Service was made by

- personally handing to and leaving with him or her a true and correct copy; or
- leaving a true and correct copy at his or her usual place of residence

Address

with _____ a person of suitable age and discretion.
Name of Person

I declare under penalty of perjury that everything that I have stated in this document is true and correct. Minn. Stat. § 358.116.

Dated: _____ Signature _____

_____ Name: _____
County and State where signed

Address: _____

City/State/Zip: _____

Telephone: _____

E-mail address: _____

Rule 45, Minnesota Rules of Civil Procedure, provides that:

- A subpoena may be served by any person who is not a party and is not less than 18 years of age.
- Service of a subpoena shall be made by delivering a copy to the person named in the subpoena or by leaving a copy at the person's usual place of abode with some person of suitable age and discretion who resides there.
- A witness who is not a party to the action or an employee of a party (except a person appointed pursuant to Rule 30.02(f)) and who is required to give testimony or produce documents relating to a profession, business, or trade, or relating to knowledge, information, or facts obtained as a result of activities in such profession, business, or trade, is entitled to reasonable compensation for the time and expense involved in preparing for and giving such testimony or producing such documents and is entitled to have the amount of those expenses determined prior to complying with the subpoena.
- A person is not obligated to attend as a witness in a civil case unless one day's attendance and travel fees are paid or tendered in advance (see fees below), unless the subpoena is issued on behalf of the state of Minnesota, or the state's officer or agent.

Fees to be paid to witnesses shall be as follows (Minn. Stat. § 357.22):

- For attending in any action or proceeding in any court of record or before any officer, person or board authorized the take examination of witnesses, \$20 for each day.
- For roundtrip travel estimated from the witness's residence at 28 cents per mile. If a witness lives outside the state, travel costs shall be estimated from the boundary line of the state where the witness crossed into Minnesota at 28 cents per mile. (Additional fees may be available for out of state witnesses).

In any proceeding where a parent or guardian attends the proceeding with a minor witness and the parent or guardian is not a witness, one parent or guardian shall be compensated in those cases where witness compensation is mandatory under Minn. State. § 357.22, and may be compensated when compensation is discretionary under those sections. No more than a combined total of \$60 may be awarded to the parent or guardian and minor witness. Minn. Stat. § 357.242.

SCHEDULE A**DEFINITIONS**

Unless otherwise defined, all words and phrases used herein shall be accorded their usual meaning and shall be interpreted in their common, ordinary sense. As used in this Schedule, the words set forth below shall have the following meanings:

A. “UMG” means UMG Recordings, Inc. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

B. “WBR” means Warner Bros. Records, Inc. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

C. “Comerica” means Comerica Bank & Trust, N.A. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

D. “Bremer” means Bremer Trust, N.A. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

E. “Stinson” means Stinson LLP (formerly Stinson Leonard & Street) and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, partners, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

F. “Fredrikson” means Fredrikson & Byron, P.A. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, partners, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

G. “NPG” means NPG Records, Inc. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

H. “Estate” means the Estate of Prince Rogers Nelson and any of its agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

I. “Prince” means Prince Rogers Nelson p/k/a Prince.

J. “Heirs” means Prince’s legal heirs, individually and collectively, and any and all of their past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any or all of them.

K. “SSA” means the Second Special Administrator of the Estate, Peter Gleekel and Larson · King, LLP, and any and all of their past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on their behalf.

L. “SSA Report” means the “Report and Recommendation of the Second Special Administrator Concerning the Rescission of the Universal Music Group Agreement,” filed with the Probate Court on or about December 15, 2017.

M. “Advisors” means CAK Entertainment, Inc. and NorthStar Enterprises Worldwide, Inc., individually and collectively, and any and all of their respective predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

N. “UMG Agreement” means the means the Exclusive Distribution and License Agreement dated “as of” January 31, 2017 by the Estate and NPG on the one hand and UMG on the other hand, and all supplements and amendments thereto.

O. “2014 WBR Agreement” means the agreement dated April 16, 2014 between WBR on the one hand and Prince, PRN Music Corporation, Paisley Park Enterprises, Inc. and NPG on the other hand, and all supplements and amendments thereto.

P. “WBR Agreements” means all agreements between WBR on the one hand and Prince or any entity affiliated with Prince (including, without limitation, PRN Music Corporation, Paisley Park Enterprises, Inc. and NPG) on the other hand concerning rights in Prince’s recorded music, including, without limitation, the 2014 WBR Agreement.

Q. “Document” means all written, electronic, digital or graphic matter of every kind or description, however produced or reproduced, whether in draft, final, original or reproduction, signed or unsigned, and regardless of whether approved, sent, received, redrafted or executed, including but not limited to, written communications, letters, correspondence, electronic mail (“email”), voicemail messages, instant messages, text messages, memoranda, notes, records,

business records, photographs, tape or sound recordings, video or visual recordings, contracts, agreements, telephone records, facsimile records, logs or notations of telephone conversations or personal conversations, diaries, desk calendars, drawings, graphs, charts, statements, summaries, affidavits, declarations, witness statements, reports, presentations, digital media, books, pamphlets, periodicals, resolutions, manuals, guides, abstracts, histories, work papers, indices, computer records or data compilations of any kind and in any form, and material similar to any of the foregoing, however denominated and to whomever addressed. “Document” shall not include exact duplicates where originals are available, but shall include all copies different from originals in any way by virtue of any writings, notations, symbols, characters, impressions or marks thereon in any form.

R. “Correspondence” means any document sent to, or created to be sent to or received from another, and includes, without limitation, letters, memoranda, electronic mail, instant messages, text messages, facsimiles, facsimile coversheets and facsimile confirmation sheets.

S. “Communication(s)” means the transmittal, exchange and/or receipt of information, including, without limitation, facts, ideas, inquiries, exchanges, statements, directives or otherwise, in any manner or medium, including, without limitation, through any oral, electronic or written means, including, without limitation, documents.

T. “Concerning” means relating to, referring to, describing, evidencing or constituting.

U. “Request” and “Requests” means the requests for production of documents embodied by this subpoena, including this Schedule A.

V. The terms “all” and “each” shall be construed as “each and all.”

W. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the particular Request all responses that might otherwise be construed to be outside of its scope.

X. The use of the singular form of any word includes the plural and vice-versa.

DEPOSITION TOPICS

1. The negotiation, drafting and terms of the UMG Agreement.
2. The negotiation, drafting and terms of the WBR Agreements, including, without limitation, the 2014 WBR Agreement.
3. Claims or assertions by WBR of rights in or to recordings that were the subject of the UMG Agreement.
4. The decision to rescind the UMG Agreement, and the rescission thereof.
5. Claims or assertions by UMG that its entry into the UMG Agreement was induced by fraud, misrepresentation or omission.
6. The decision to return to UMG amounts paid to the Estate and the Advisors under or in respect of the UMG Agreement.
7. Communications with UMG, WBR, Comerica, Fredrikson, the Estate, the Heirs (or any of them), NPG, Bremer, Stinson, the Advisors (or either of them), Charles Koppelman or L. Londell McMillan concerning the UMG Agreement and/or the rescission thereof.
8. The payment of commissions or other amounts to the Advisors from or in respect of the UMG Agreement and communications related thereto.

9. Any valuation, appraisal or other financial analysis or summary of the value of rights in the Prince recordings that were the subject of the UMG Agreement or the WBR Agreements.

10. Fredrikson's investigation concerning the negotiation, drafting and terms of the UMG Agreement and WBR's claims or assertions of rights in or to recordings that were the subject of the UMG Agreement.

11. The SSA's investigation concerning the UMG Agreement and the rescission thereof.

12. The SSA Report.

INSTRUCTIONS FOR DOCUMENT REQUESTS

1. The following Requests are directed to the SSA and seek the production of all responsive documents, information and things in its possession, custody or control, including documents, information and things in the possession, custody or control of anyone acting on behalf of or at the direction of the SSA, or otherwise subject to the SSA's control.

2. Documents should be produced as they are kept in the usual course of business or should be organized so as to correspond to the numbered paragraphs of the specific Requests.

3. Documents attached to each other or contained in a file, folder, binder or other container shall not be separated. If for any reason the file, folder, binder or other container cannot be produced, then copies of all labels or identifying marks (such as folder or filing cabinet labels) shall be produced.

4. All documents that cannot be copied legibly shall be produced in their original form.

5. If any document requested to be produced was, but no longer is, in the possession, custody or control of the SSA, or is no longer in existence, state whether each such document: (a) is missing or lost; (b) has been destroyed; (c) was transferred voluntarily or involuntarily to others and, if so, to whom; or (d) was otherwise disposed of. In each such instance, please identify that document by the following information:

- a) the title of the document;
- b) the nature of the document (*e.g.*, interoffice memorandum, e-mail, correspondence);
- c) the author of the document;
- d) the addressee and other recipients of the document, regardless of whether such recipients are identified in the document;
- e) the date of the document;
- f) the number of pages of the document;
- g) the name of each person to whom the original or a copy of the document was shown or circulated;
- h) the names appearing on any circulation list relating to the document;
- i) the particular document request to which the document responds;
- j) a description of any attachments or appendices to the document;
- k) the date, place and manner of the document's destruction or loss; and
- l) the identity of the person who authorized, carried out or is otherwise responsible for the document's destruction or loss.

6. These Requests are continuing in nature, and the SSA is requested to supplement its production of documents, if, as and when it is determined that other documents that should be produced in response to this Request were not in fact produced.

DOCUMENT REQUESTS

1. All documents, including, without limitation, correspondence and other communications, concerning the UMG Agreement.
2. All documents, including, without limitation, correspondence and other communications, concerning the WBR Agreements (including the 2014 WBR Agreement).
3. All documents, including, without limitation, correspondence and other communications, concerning Fredrikson's investigation concerning the negotiation, drafting and terms of the UMG Agreement and WBR's claims or assertions of rights in or to recordings that were the subject of the UMG Agreement.
4. All documents, including, without limitation, correspondence and other communications, concerning the decision of the Estate and/or Comerica to seek rescission of the UMG Agreement.
5. All documents, including, without limitation, correspondence, other communications and summaries of witness interviews, concerning the SSA's investigation concerning the UMG Agreement and the rescission thereof.
6. All documents, including, without limitation, correspondence, other communications and summaries of witness interviews, concerning the SSA Report.
7. All documents, including, without limitation, correspondence and other communications, concerning the decision to return to UMG amounts that UMG had paid to the Estate and to the Advisors under or in respect of the UMG Agreement.
8. All documents, including, without limitation, correspondence and other communications, concerning paragraph 2.1.1 of the UMG Agreement.

9. All documents, including, without limitation, correspondence and other communications, concerning paragraph 2(b) of the 2014 WBR Agreement.
10. All documents, including, without limitation, correspondence and other communications, concerning claims or assertions by WBR of any rights in or to recordings that were the subject of the UMG Agreement.
11. All documents, including, without limitation, correspondence and other communications, concerning claims or assertions by UMG that its entry into the UMG Agreement was induced by fraud, misrepresentation or omission.
12. All correspondence and other communications from, to or copied to the Estate, the Heirs (or any of them), NPG, Bremer, Stinson, the Advisors (or either of them), Charles Koppelman or L. Londell McMillan concerning the UMG Agreement or the rescission thereof, including, without limitation, all such correspondence and other communications between the SSA and any of the foregoing parties.
13. All correspondence and other communications concerning any commissions paid to the Advisors from or in respect of the UMG Agreement.
14. Any valuation, appraisal or other financial analysis or summary of the value of rights in the Prince recordings that were the subject of the UMG Agreement or the WBR Agreements.
15. All correspondence and other communications concerning the documents referenced in the immediately preceding Request.
16. To the extent not embraced by the foregoing Requests, all documents identified on pages 2 through 4 of the SSA Report.

EXHIBIT C

Declaration of Peter J. Gleekel

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

FIRST JUDICIAL DISTRICT

PROBATE DIVISION

In re:

Court File No. 10-PR-16-46

Judge: Kevin W. Eide

Estate of Prince Rogers Nelson,

SUBPOENA IN A CIVIL MATTER
Minn. R. Civ. P. 45

Decedent.

TO: Comerica Bank & Trust, N.A.
Name

c/o Fredrikson & Byron, P.A.
200 South Sixth Street, #4000
Minneapolis, MN 55402

Address

- You are commanded to appear as a witness in the district court to give testimony at the place, date, and time specified below.

Place of Testimony	Courtroom
	Date and Time

- You are commanded to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case. **SEE SCHEDULE A attached hereto.**

Place of Deposition: Berens & Miller, P.A., 80 South 8th Street, 3720 IDS Center, Minneapolis, MN 55402	Date and Time: April 20, 2020 at 10:00 a.m. (subject to adjustment as appropriate in light of current circumstances and events)
--	--

- You are commanded to produce and permit inspection and copying of the listed documents or objects at the place, date and time specified below (attach list of documents or objects if necessary): **SEE SCHEDULE A attached hereto.**

Place: Berens & Miller, P.A., 80 South 8th Street, 3720 IDS Center, Minneapolis, MN 55402	Date and Time: April 1, 2020 by 10:00 a.m.
--	--

- You are commanded to permit inspection of the following premises at the place, date and time specified below.

Premises	Date	Time
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Person requesting subpoena: Erin K. F. Lisle, Esq., Berens & Miller, P.A.

Telephone Number: (612) 349-6171

WARNING: FAILURE TO OBEY A SUBPOENA WITHOUT BEING EXCUSED IS A CONTEMPT OF COURT.

Signature of Issuing Attorney: <u>/s/ Erin K. F. Lisle</u> Berens & Miller, P.A. 80 South 8 th Street 3720 IDS Center Minneapolis, MN 55402 Telephone: (612) 349-6171 Email: elisle@berensmiller.com	Dated: March 17, 2020
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IMPORTANT: Both pages of this document must be served on the person receiving the summons.

RETURN OF SERVICE

STATE OF _____)
) SS.
COUNTY OF _____)

I hereby certify and return that on _____ I served a copy of this subpoena upon the person named thereon. Service was made by

- personally handing to and leaving with him or her a true and correct copy; or
- leaving a true and correct copy at his or her usual place of residence

Address

with _____ a person of suitable age and discretion.

Name of Person

I declare under penalty of perjury that everything that I have stated in this document is true and correct. Minn. Stat. § 358.116.

Dated: _____ Signature _____

_____ Name: _____
County and State where signed

Address: _____

City/State/Zip: _____

Telephone: _____

E-mail address: _____

Rule 45, Minnesota Rules of Civil Procedure, provides that:

- A subpoena may be served by any person who is not a party and is not less than 18 years of age.
- Service of a subpoena shall be made by delivering a copy to the person named in the subpoena or by leaving a copy at the person's usual place of abode with some person of suitable age and discretion who resides there.
- A witness who is not a party to the action or an employee of a party (except a person appointed pursuant to Rule 30.02(f)) and who is required to give testimony or produce documents relating to a profession, business, or trade, or relating to knowledge, information, or facts obtained as a result of activities in such profession, business, or trade, is entitled to reasonable compensation for the time and expense involved in preparing for and giving such testimony or producing such documents and is entitled to have the amount of those expenses determined prior to complying with the subpoena.
- A person is not obligated to attend as a witness in a civil case unless one day's attendance and travel fees are paid or tendered in advance (see fees below), unless the subpoena is issued on behalf of the state of Minnesota, or the state's officer or agent.

Fees to be paid to witnesses shall be as follows (Minn. Stat. § 357.22):

- For attending in any action or proceeding in any court of record or before any officer, person or board authorized the take examination of witnesses, \$20 for each day.
- For roundtrip travel estimated from the witness's residence at 28 cents per mile. If a witness lives outside the state, travel costs shall be estimated from the boundary line of the state where the witness crossed into Minnesota at 28 cents per mile. (Additional fees may be available for out of state witnesses).

In any proceeding where a parent or guardian attends the proceeding with a minor witness and the parent or guardian is not a witness, one parent or guardian shall be compensated in those cases where witness compensation is mandatory under Minn. State. § 357.22, and may be compensated when compensation is discretionary under those sections. No more than a combined total of \$60 may be awarded to the parent or guardian and minor witness. Minn. Stat. § 357.242.

SCHEDULE A**DEFINITIONS**

Unless otherwise defined, all words and phrases used herein shall be accorded their usual meaning and shall be interpreted in their common, ordinary sense. As used in this Schedule, the words set forth below shall have the following meanings:

A. “UMG” means UMG Recordings, Inc. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

B. “WBR” means Warner Bros. Records, Inc. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

C. “Comerica” means Comerica Bank & Trust, N.A. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

D. “Bremer” means Bremer Trust, N.A. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

E. “Stinson” means Stinson LLP (formerly Stinson Leonard & Street) and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, partners, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

F. “Fredrikson” means Fredrikson & Byron, P.A. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, partners, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

G. “NPG” means NPG Records, Inc. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

H. “Estate” means the Estate of Prince Rogers Nelson and any of its agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

I. “Prince” means Prince Rogers Nelson p/k/a Prince.

J. “Heirs” means Prince’s legal heirs, individually and collectively, and any and all of their past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any or all of them.

K. “SSA” means the Second Special Administrator of the Estate, Peter Gleekel and Larson · King, LLP, and any and all of their past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on their behalf.

L. “Advisors” means CAK Entertainment, Inc. and NorthStar Enterprises Worldwide, Inc., individually and collectively, and any and all of their respective predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

M. “UMG Agreement” means the means the Exclusive Distribution and License Agreement dated “as of” January 31, 2017 by the Estate and NPG on the one hand and UMG on the other hand, and all supplements and amendments thereto.

N. “2014 WBR Agreement” means the agreement dated April 16, 2014 between WBR on the one hand and Prince, PRN Music Corporation, Paisley Park Enterprises, Inc. and NPG on the other hand, and all supplements and amendments thereto.

O. “WBR Agreements” means all agreements between WBR on the one hand and Prince or any entity affiliated with Prince (including, without limitation, PRN Music Corporation, Paisley Park Enterprises, Inc. and NPG) on the other hand concerning rights in Prince’s recorded music, including, without limitation, the 2014 WBR Agreement.

P. “Document” means all written, electronic, digital or graphic matter of every kind or description, however produced or reproduced, whether in draft, final, original or reproduction, signed or unsigned, and regardless of whether approved, sent, received, redrafted or executed, including but not limited to, written communications, letters, correspondence, electronic mail (“email”), voicemail messages, instant messages, text messages, memoranda, notes, records, business records, photographs, tape or sound recordings, video or visual recordings, contracts, agreements, telephone records, facsimile records, logs or notations of telephone conversations or personal conversations, diaries, desk calendars, drawings, graphs, charts, statements, summaries,

affidavits, declarations, witness statements, reports, presentations, digital media, books, pamphlets, periodicals, resolutions, manuals, guides, abstracts, histories, work papers, indices, computer records or data compilations of any kind and in any form, and material similar to any of the foregoing, however denominated and to whomever addressed. “Document” shall not include exact duplicates where originals are available, but shall include all copies different from originals in any way by virtue of any writings, notations, symbols, characters, impressions or marks thereon in any form.

Q. “Correspondence” means any document sent to, or created to be sent to or received from another, and includes, without limitation, letters, memoranda, electronic mail, instant messages, text messages, facsimiles, facsimile coversheets and facsimile confirmation sheets.

R. “Communication(s)” means the transmittal, exchange and/or receipt of information, including, without limitation, facts, ideas, inquiries, exchanges, statements, directives or otherwise, in any manner or medium, including, without limitation, through any oral, electronic or written means, including, without limitation, documents.

S. “Concerning” means relating to, referring to, describing, evidencing or constituting.

T. “Request” and “Requests” means the requests for production of documents embodied by this subpoena, including this Schedule A.

U. The terms “all” and “each” shall be construed as “each and all.”

V. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the particular Request all responses that might otherwise be construed to be outside of its scope.

W. The use of the singular form of any word includes the plural and vice-versa.

DEPOSITION TOPICS

1. The negotiation, drafting and terms of the UMG Agreement.
2. The negotiation, drafting and terms of the WBR Agreements, including, without limitation, the 2014 WBR Agreement.
3. Claims or assertions by WBR of rights in or to recordings that were the subject of the UMG Agreement.
4. The decision to rescind the UMG Agreement, and the rescission thereof.
5. Claims or assertions by UMG that its entry into the UMG Agreement was induced by fraud, misrepresentation or omission.
6. The decision to return to UMG amounts paid to the Estate and the Advisors under or in respect of the UMG Agreement.
7. Communications with UMG, WBR, Fredrikson, the Estate, the Heirs (or any of them), NPG, Bremer, Stinson, the Advisors (or either of them), Charles Koppelman or L. Londell McMillan concerning the UMG Agreement and/or the rescission thereof.
8. The payment of commissions or other amounts to the Advisors from or in respect of the UMG Agreement and communications related thereto.
9. Any valuation, appraisal or other financial analysis or summary of the value of rights in the Prince recordings that were the subject of the UMG Agreement or the WBR Agreements.

10. Fredrikson's investigation concerning the negotiation, drafting and terms of the UMG Agreement and WBR's claims or assertions of rights in or to recordings that were the subject of the UMG Agreement.

11. The SSA's investigation concerning the UMG Agreement and the rescission thereof.

INSTRUCTIONS FOR DOCUMENT REQUESTS

1. The following Requests are directed to Comerica and seek the production of all responsive documents, information and things in its possession, custody or control, including documents, information and things in the possession, custody or control of anyone acting on behalf of or at the direction of Comerica, or otherwise subject to Comerica's control.

2. Documents should be produced as they are kept in the usual course of business or should be organized so as to correspond to the numbered paragraphs of the specific Requests.

3. Documents attached to each other or contained in a file, folder, binder or other container shall not be separated. If for any reason the file, folder, binder or other container cannot be produced, then copies of all labels or identifying marks (such as folder or filing cabinet labels) shall be produced.

4. All documents that cannot be copied legibly shall be produced in their original form.

5. If any document requested to be produced was, but no longer is, in the possession, custody or control of Comerica, or is no longer in existence, state whether each such document: (a) is missing or lost; (b) has been destroyed; (c) was transferred voluntarily or involuntarily to others and, if so, to whom; or (d) was otherwise disposed of. In each such instance, please identify that document by the following information:

a) the title of the document;

- b) the nature of the document (*e.g.*, interoffice memorandum, e-mail, correspondence);
- c) the author of the document;
- d) the addressee and other recipients of the document, regardless of whether such recipients are identified in the document;
- e) the date of the document;
- f) the number of pages of the document;
- g) the name of each person to whom the original or a copy of the document was shown or circulated;
- h) the names appearing on any circulation list relating to the document;
- i) the particular document request to which the document responds;
- j) a description of any attachments or appendices to the document;
- k) the date, place and manner of the document's destruction or loss; and
- l) the identity of the person who authorized, carried out or is otherwise responsible for the document's destruction or loss.

6. These Requests are continuing in nature, and Comerica is requested to supplement its production of documents, if, as and when it is determined that other documents that should be produced in response to this Request were not in fact produced.

DOCUMENT REQUESTS

1. All documents, including, without limitation, correspondence and other communications, concerning the UMG Agreement.
2. All documents, including, without limitation, correspondence and other communications, concerning the WBR Agreements (including the 2014 WBR Agreement).
3. All documents, including, without limitation, correspondence and other communications, concerning Fredrikson's investigation concerning the negotiation, drafting and

terms of the UMG Agreement and WBR's claims or assertions of rights in or to recordings that were the subject of the UMG Agreement.

4. All documents, including, without limitation, correspondence and other communications, concerning the decision by Comerica and/or the Estate to seek rescission of the UMG Agreement.

5. All documents, including, without limitation, correspondence and other communications, concerning the SSA's investigation concerning the UMG Agreement and the rescission thereof.

6. All documents, including, without limitation, correspondence and other communications, concerning the decision to return to UMG amounts that UMG had paid to the Estate and to the Advisors under or in respect of the UMG Agreement.

7. All documents, including, without limitation, correspondence and other communications, concerning paragraph 2.1.1 of the UMG Agreement.

8. All documents, including, without limitation, correspondence and other communications, concerning paragraph 2(b) of the 2014 WBR Agreement.

9. All documents, including, without limitation, correspondence and other communications, concerning claims or assertions by WBR of any rights in or to recordings that were the subject of the UMG Agreement.

10. All documents, including, without limitation, correspondence and other communications, concerning claims or assertions by UMG that its entry into the UMG Agreement was induced by fraud, misrepresentation or omission.

11. All correspondence and other communications from, to or copied to the Estate, the Heirs (or any of them), NPG, Bremer, Stinson, the Advisors (or either of them), Charles

Koppelman or L. Londell McMillan concerning the UMG Agreement or the rescission thereof, including, without limitation, all such correspondence and other communications between Comerica and/or Fredrikson and any of the foregoing parties.

12. Any valuation, appraisal or other financial analysis or summary of the value of rights in the Prince recordings that were the subject of the UMG Agreement or the WBR Agreements.

13. All correspondence and other communications concerning the documents referenced in the immediately preceding Request.