



June 28, 2017

VIA E-FILE AND E-SERVE

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

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

Dear Judge Eide:

We write on behalf of Comerica Bank & Trust, N.A., in its role as personal representative (“Personal Representative”) of the Estate of Prince Rogers Nelson (the “Estate”), in response to the letter filed on June 23, 2017, by counsel for L. Londell McMillan. The Personal Representative objects to Mr. McMillan’s suggestion that the Court has previously discharged, or should now consider discharging, Mr. McMillan from liability in connection with the Estate.

The language of Minnesota Statutes § 524.3-608 contemplates only the termination of a personal representative or, as applied in this case, the termination of a special administrator. It does not address or contemplate a discharge of liability for the special administrator’s agents and Mr. McMillan has presented the Court with no authority or precedent for considering such a discharge from liability.

Mr. Millan claims that the Court intended to discharge Mr. McMillan from liability as an agent of Bremer Trust in its March 27, 2017 Order (filed April 5, 2017). This is plainly contradicted by the plain language of the Order. While the Court discharged Bremer Trust, the Court specifically recognized and preserved Mr. McMillan’s potential liability to the Estate. The Court wrote, “Comerica Bank & Trust shall investigate and make an informed decision regarding whether any action should be pursued for the return of the commission paid to L. Londell McMillan in connection with the agreement with Jobu Presents to conduct the Tribute Concert.”

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The Personal Representative is currently concluding that investigation, including by determining whether to pursue an action against Mr. McMillan in connection with the Jobu Presents agreement. While this process has been complicated by the lawsuit filed against the Estate, Mr. McMillan, and others by Jobu Presents, a resolution of Jobu Presents' claims will not necessarily dispose of any potential claims against Mr. McMillan as Mr. McMillan asserts in his letter. Therefore, the Personal Representative reserves its right to pursue legal action against Mr. McMillan for return of his commission in connection with the Jobu Presents agreement and any other potential claims available under applicable law and the Advisor Agreement.

Because Mr. McMillan has not cited any authority for discharging him from liability and because the Personal Representative is currently investigating potential claims against Mr. McMillan, the Court should deny his informal request for consideration of a discharge. Consistent with the Court's April 12, 2017 Order staying the discharge of Bremer Trust and with Bremer Trust's June 1, 2017 request for a scheduling order, the Court should issue a schedule for consideration of only Bremer Trust's Petition for Discharge and objections thereto.

Respectfully submitted,

/s/ Joseph J. Cassioppi

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