



June 5, 2017

REDACTED

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The Honorable Kevin W. Eide
Carver County Justice Center
604 East Fourth Street
Chaska, Minnesota 55318

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

Judge Eide:

I write on behalf of Omarr Baker in the above-captioned matter in response the letters electronically filed by Stinson Leonard Street on behalf of Bremer Trust, N.A. ("Bremer") on May 23 and June 1, 2017.

Mr. Baker agrees that a process should be set up to address the issues raised at the January 12th hearing, as set forth in this Court's April 5 and April 12, 2017 Orders and as provided in my client's supplemental briefs filed with this Court on April 7 and April 24, 2017. There remain numerous issues involving Bremer's term as Special Administrator, not the least of which is the Universal Music Group ("UMG") Agreement which was entered into the last day of Bremer's term on January 31, 2016 as well as the claims set forth in the complaint filed by Jobu Presents, LLC.

As this Court is now aware, the UMG Agreement is under attack by both UMG and Warner Bros. Records, Inc. ("WBR") and is the subject of a motion from the Personal Representative, Comerica Bank & Trust, N.A. ("Comerica") and a hearing before Your Honor on June 13, 2017. A resolution of any damage to the Estate of Prince Rogers Nelson ("Estate") must be properly identified and the parties who caused those damages are held accountable and the parties who caused those damages are held accountable and a hearing should be held to determine what parties, if any, are responsible for the damages.

As set forth in the briefs and in this letter, issues other than the UMG Agreement exist that compel a hearing, and Bremer's warping of these issues warrants special attention. While Bremer would like this Court to believe that rescission is merely the result of Comerica exercising its discretion, as set forth in Comerica's initial brief—and as will come to light at the June 13th hearing—if rescission is indeed granted, it will be as a result of the necessities of fact and law.¹ Rescinding the UMG Agreement will result in substantial damage to the Estate, not only as a result of the cost of entering into the agreement [REDACTED] but also as a result

¹ Bremer's June 1 letter references [REDACTED]

[REDACTED] This analysis on which Bremer is attempting this Court rely on has not been provided to the Heirs' counsel, despite demand.

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of damage to the PRN brand and the inability to obtain a suitable replacement.² The extent to which Bremer is liable for this substantial loss to the Estate is factually and legally driven, and cannot be resolved without discovery, briefing, and possibly an evidentiary hearing.

Moreover, the issues surrounding entering into the July 7, 2016 Tribute Agreement with Jobu Presents, LLC ("Jobu") requires substantial factual analysis. The [REDACTED] at [REDACTED] substantial detriment to the Estate. These issues, as well as issues surrounding the purported reasons why Jobu was chosen over companies like Live Nation in the first place, require factual discovery and a full hearing.

In order to assure that the outstanding issues get a hearing that vindicates all parties' rights for process, we would request the Court issue a scheduling order to address the issues surrounding Bremer's discharge from liability, similar to what the parties agreed to and the Court ordered in connection with Brianna Nelson and V.N.'s basis for heirship. (See Scheduling Order Regarding the Claims of Brianna Nelson and V.N. to Be Heirs of the Estate, filed Sept. 1, 2016.) This will assure a quick resolution to all outstanding issues regarding Bremer's discharge, and is consistent with this Court's handling of legal and factual issues.

While the Common Interest Agreement entered into between Comerica and Bremer, and this Court's order dated January 20, 2017 forbid Comerica and Bremer from being adverse to each other, Mr. Baker is prepared to litigate these claims promptly.

Bremer's informal scheduling proposal in its letter to Your Honor requests that (1) any objections to Bremer's discharge be filed by July 7, (2) for Bremer to have 14 days to respond, and (3) the matter will be decided on argument only. In contrast, we suggest the parties be allowed to submit proposed scheduling orders for the Court's consideration. Bremer's proposal presumes there are no factual issues or that there would be no evidentiary hearing. The proposed scheduling orders that the parties submit to the Court would include (or not include, as the party sees fit) a time period for written and deposition discovery and adequate time to prepare for a hearing with or without testimony, as the Court rules. This reflects the procedure the Court ordered in the Brianna Nelson matter, and it is appropriate in this matter considering the major objections to discharge including Bremer's role in the Jobu and UMG matters, as well as the claimed inadequate accounting.

In advance of the June 13th hearing, we will submit a pleading which sets forth all current claims that we believe exist against Bremer. This pleading should provide all parties, and the Court, with an outline of our claims such that they can provide proposed scheduling orders. We propose that the parties submit these proposed scheduling orders to the Court by June 20, 2017.

Thank you for your time and consideration.

² The issues surrounding rescission come with substantial factual issues, not the least of which is *when* Bremer received and *to what extent* it reviewed the totality the Decedent's agreements with WBR. Comerica's brief indicates uncertainty over "what analysis the Special Administrator or its advisor L. Londell McMillan conducted" on the WBR agreements. See Mem. in Sup. of Mot. to Approve Rescission, filed May 17, 2017, at pp. 3-4. However, Stinson's time records [REDACTED]

[REDACTED] See Affidavit of Laura E. Krishnan, filed under seal July 29, 2016, Ex. C.

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Sincerely,

COZEN O'CONNOR

s/ Thomas P. Kane

Thomas P. Kane