

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
FIRST JUDICIAL DISTRICT
PROBATE DIVISION

In Re: Case Type: Special Administration
Court File No.: 10-PR-16-46
Judge: Kevin W. Eide

Estate of Prince Rogers Nelson,
Decedent, FILED UNDER SEAL

And AFFIDAVIT OF JUSTIN A. BRUNTJEN IN
SUPPORT OF ALFRED JACKSON'S
Tyka Nelson, MOTION FOR APPROVAL OF PAYMENT
OF ATTORNEY FEES

Petitioner.

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

Justin A. Bruntjen, 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 and counsel of record for Alfred Jackson. I make this affidavit in support of Motion for Approval of Payment of Attorneys' Fees and Costs from Assets of the Estate.
3. I was retained by lead counsel, Frank K. Wheaton, Esq. to serve as the local Minnesota Attorney on April 26, 2016. Mr. Wheaton and myself ("Attorneys") were retained by Alfred Jackson ("Jackson") to provide legal services and specialized advice regarding the Estate of Prince Rogers Nelson (the "Estate"). Attorneys formally filed as counsel of record in this matter on April 28, 2016. Redacted true and accurate copies of the invoice for which Jackson seeks payment from the Estate, which related to the services that benefitted the Estate is attached as **Exhibit B**. Unredacted invoices are simultaneously being sent through certified mail to be reviewed by the court in camera.

Through his Motion, Jackson is not seeking reimbursement from the Estate for services that arguably benefitted Jackson individually— but rather, for services that benefitted the Estate as a whole.

4. Beginning immediately upon being retained I assisted in the organization of a proposal for an Official Prince Nelson Tribute Concert. In preparing this proposal I traveled to Los Angeles multiple times meeting with Producers, consultants, performers, sponsors and possible investors relating to the tribute. I also had numerous meetings in Minneapolis with the Mayor’s office, US Bank Stadium representatives, other city officials, and possible investors regarding organizing a Tribute in Minneapolis. I also spent countless hours hosting meetings and telephone conferences with possible sponsors, consultants, and promoters that had experience in putting together concerts. Although our Tribute Proposal was ultimately rejected in favor of a different one, our proposals existence created leverage and negotiating power for the Special Administrator to ultimately accept the other proposal with a seven million dollar minimum guarantee. Without our tribute proposal the Special Administrator would have had less negotiating power and would have very likely not been offered the seven million dollar guarantee for the Tribute Concert.
5. On August 30, 2016, the Court issued an “Order Adopting Modified Protocol for Business Agreements” (the “August 30 Order”). The August 30 Order required the Special Administrator to provide a copy of any proposed “Major Deal” to counsel for Omarr Baker, Alfred Jackson, John Nelson, Norrine Nelson, Sharon Nelson, and Tyka Nelson (the “Non- Excluded Heirs”). The Non-Excluded Heirs had 72 hours to provide an objection. If any party objects, the parties were to attempt to resolve the issue and, if that is not possible, then to schedule a telephone conference with the Court.
4. On August 30, 2016, the Court conducted a telephone conference with the parties regarding a proposed contract with Warner Brothers. I participated in strategy meetings and conducted extensive research and preparation prior to this conference.
5. The other Non-Excluded Heirs counsel— argued that the [REDACTED] [REDACTED]
[REDACTED]
[REDACTED] Additionally, the Non- Excluded Heirs argued that the new agreement would result [REDACTED]
[REDACTED]

13. No prior drafts of long-form agreements were provided to the Non-Excluded Heirs, and comments were to be provided on an expedited basis. I relied on my co-counsel and other non-excluded heirs attorneys to assist in our analysis of proposed agreements.
14. I, along with Mr. Wheaton, engaged in frequent communications with counsel for the other Non-Excluded Heirs, the Representatives, the Special Administrator, and the Advisors to offer input and assist in negotiating amendments to the deals in order to provide status updates and prepare strategy.
15. My colleague, Frank Wheaton, is well-qualified to provide counsel in the realm of entertainment law, based on his nearly 30 years' experience in entertainment law, business law, and other legal realms that rely extensively on contract law.
16. From April 2016 through January 31, 2017, I, with the alongside my co-counsel, Frank Wheaton, provided a variety of services to the Estate which significantly improved the long-form agreements and which provided greater involvement by the Non-Excluded Heirs in the negotiating process. This work included:
 - Participating in strategy meetings and research resulting in the Order allowing the family to appoint "Representatives" to participate in the negotiation of the long-form deals;
 - Closely reviewing and preparing extensive initial comments for the Entertainment deals approved by the court;
 - Participating in numerous telephonic conferences, meetings, and preparing and reviewing emails to achieve a consensus regarding the family's position with respect to the Approved Deals and the resulting long-form agreements;
 - Meeting with the Estate's Advisors, financial advisors, interested investors by participating in telephone conferences and communicating with the Estate's Advisors, the Special Administrator's counsel, and counsel for the non-excluded heirs regarding the family's position with respect to the Entertainment deals
 - Reviewing and analyzing licenses and agreements executed by Prince Rogers Nelson prior to the appointment of the Special Administrator to prepare comments for the

Advisors;

- Participating in telephonic conferences and preparing emails regarding approval of sublicenses and potential licensing of unpublished sound recordings stored in the Paisley Park vault.
17. In providing legal services sought by this Motion, Mr. Wheaton and I have expended 2,586.1 hours (1140.30 hours myself and 1445.80 hours for Mr. Wheaton) from April 23, 2016 through January 31, 2017. Due to attorney- client confidentiality redacted billing statements are publicly filed with this Motion. Attorneys unredacted time records have been sent to the court for in camera review.
 18. From April 23, 2016 through January 31, 2017, Attorneys performed services that were reasonably and necessarily incurred to secure the right of the Representatives to participate in the negotiation and finalizing of six proposed entertainment deals advanced by the Special Administrator. Such services performed by Attorneys for the benefit of the Estate have included but have not been limited to the following tasks performed by various attorneys: Briefings, Hearings, Meetings, Comments, Edits, and Issues regarding Entertainment Deals.
 19. Attorneys efforts resulted in the Court's denial of the Warner Brothers agreement, [REDACTED] [REDACTED] These efforts benefitted the Estate by ensuring the Estate's financial assets were properly preserved.
 20. Attorneys efforts also resulted in the October 6, 2016 Order which allowed the Non-Excluded Heirs to have input in the ongoing negotiations for the six entertainment deals advanced by the Estate. These efforts benefitted the Estate by providing the collective entertainment expertise of the Representatives to assist in the negotiations, provided a spot at the table for the Non-Excluded Heirs to provide their input in the deals and ensured that long-term thinking, as opposed to a short-term desire to generate cash for taxes, will continue to guide the actions of the Special Administrator.
 21. Attorneys time is sought for reimbursement for efforts related to these hearings, briefings, and issues regarding the entertainment deals is just and reasonable and commensurate

with the benefit to the Estate.

22. Attorneys conferred with the Representatives to reach a consensus among counsel for all Non-Excluded Heirs. Upon developing a consensus, the Representatives provided detailed redlines and comments to the Advisors for the Bravado merchandising deal and extensive comments for the UMPG (Publishing) deal, the second long-form agreement the Advisors indicated would be completed.

23. Mr. Lebate and Mr. Abdo traveled to New York to meet with Advisors to discuss the two proposed deals, Mr. Wheaton appeared telephonically. Following that meeting, I met with other Non-Excluded Heirs counsel and engaged in telephone calls, emails, exchanges of information and re-drafts and comments of the Bravado long-form agreement over several weeks.

24. As a result of Mr. Wheaton’s and my own efforts, the final version of the Bravado long-form agreement is materially better for the Estate than the draft agreement submitted by the Special Administrator to the Court on October 6, 2016. For instance, material improvements include:

A. [REDACTED]

B. [REDACTED]

C. [REDACTED]

D. [REDACTED]

[REDACTED];

F. [REDACTED]

G. [REDACTED]

H. [REDACTED]

I. [REDACTED]

J. [REDACTED].

25. Although the UMPG deal was discussed at length during the New York meeting and comments from the Representatives were provided, a revised UMPG long-form agreement was not provided to the Non-Excluded Heirs by the Special Administrator. Although multiple requests were made for a revised UMPG agreement, none was provided to the Representatives for the Non-Excluded Heirs and neither the Special Administrator nor the Advisors notified us that the long-form agreement would be executed—including exhibits and a loan and security agreement and a confidentiality exhibit we had never seen. This lapse occurred even though there was regular communication between the parties. The UMPG agreement was executed days before the Special Administrator notified the Non-Excluded Heirs or their Representatives, who received notice through a press release issued only hours before the agreement was announced to the public.

26. Despite the limited opportunity for comments from the Non-Excluded Heirs, the Representatives comments to the final UMPG long-form agreement provided substantial benefit to the Estate. For instance, the following are improvements to the UMPG deal, suggested by the Non-Excluded Heirs, which made their way to the final deal:

A. [REDACTED]

R.

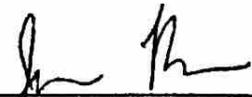
[REDACTED]

27. In addition to the review of the UMPG and Bravado deals, the Representatives recently prepared and submitted comments, on behalf of the Non-Excluded Heirs, to the current version of the GMR long-form agreement.
28. During this process, Mr. Wheaton and I, engaged in frequent conversations and email exchanges with other counsel for the other Non-Excluded Heirs, with counsel for the Special Administrator, and with the Advisors to offer comments, to assist in negotiating amendments to the deals, and to obtain agreement on a joint strategy.
29. Attorney's efforts resulted in materially better Bravado and UMPG deals than the ones advanced to the Court at the September 29 hearing, and provided material benefits to the Estate.
30. In my opinion, Attorneys time sought for reimbursement for efforts related to the negotiation of the proposed Entertainment deals is just and reasonable and commensurate with the benefit to the Estate.
31. Because of the lapse in providing the final UMPG Agreement and exhibits to the Non-Excluded Heirs and other issues arising during the negotiation of the Bravado and UMPG Agreements, The Non-Excluded Heirs believed that a formal protocol was required concerning the roles of the respective parties for the remaining deals proposed by the Special Administrator.
32. I participated in several conferences involving the Non-Excluded Heirs and the Special Administrator regarding a formal protocol for the remaining negotiations took place but an acceptable resolution was not reached.
33. On November 9, 2016, the Court issued its November 8, 2016 Order for Submission regarding the Protocol Motion which in part, froze the Special Administrator from entering any additional business contracts until further order of the Court.

34. Subsequently, the parties continued their meet and confer process. While the meet and confer effort brought the parties closer together, a resolution was not reached and each side submitted their proposed protocol orders to the Court. The Representatives submitted a proposed protocol order to the Court.
35. On November 23, 2016, the Court entered a protocol order regarding the negotiation of the remaining entertainment deals (the "Protocol Order").
36. As a result of the Motion and subsequent order, the Parties now have further clarity and definition regarding the negotiating process for the remaining four deals which will allow the maximum benefit for the Estate to be reached.
37. These efforts benefitted the Estate, by again confirming the role of the Representatives in the negotiation process, and providing a level of certainty to the Non-Excluded Heirs and the Estate's partners that the best interests of the Estate were being served by the proposed deals. Petitioners now seek reimbursement from the Estate for its efforts.
38. Attorney's time is sought for reimbursement for efforts related to the administration of the Estate is just and reasonable and commensurate with the benefit to the Estate.
39. Attorneys legal fees and expenses are in the total amount of \$1,602,005.50 for services sought by this Motion. Mr. Wheaton and I have reviewed the original time entries for the legal fees submitted by myself and affirm that the work was actually performed for the benefit of the Estate, was necessary for the proper administration of the Estate, and that the fees are reasonable given (1) the time and labor required; (2) the complexity and novelty of the transactions involved; and (3) the extent of the responsibilities assumed and the results obtained. The coordination of work required knowledge over several sophisticated and complex disciplines, and the time demands required finds the pending fee request reasonable under these unique circumstances. Furthermore, our firm's hourly rates and overall charges are fair when compared against the fees charged for comparable work for similar firms in other major metropolitan areas and other firms representing non-excluded heirs in this Estate.
40. Given the complexity of the litigation, the Entertainment deals the Estate is negotiating and the results achieved, \$1,602,005.50 is a just and reasonable amount to be requested.

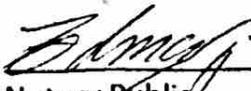
FURTHER YOUR AFFIANT SAYETH NOT.

Dated: March 3, 2017



Justin Bruntjen, Esq

Subscribed and sworn to before
Me this 7 day of March, 2017



Notary Public

