STATE OF MINNESOTA

COUNTY OF CARVER

DISTRICT COURT FIRST JUSDICIAL DISTRICT PROBATE DIVISION

Case Type: Special Administration

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

Judge: Kevin W. Eide

In Re:

Estate of Prince Rogers Nelson, Decedent,

REDACTED

AFFIDAVIT OF VAUGHN MILLETTE

STATE OF MINNESOTA)) SS. COUNTY OF HENNEPIN)

Vaughn Millette, after being duly sworn, states:

- 1. I am CEO of Jobu Presents, LLC ("Jobu"). If called as a witness, I could and would competently testify to the facts stated herein based on my own personal knowledge.
- 2. On July 7, 2016, Jobu Presents entered into an Agreement with Estate of Prince Rodgers Nelson for production of the anticipated Prince Tribute Show based on material representations by the Estate and its "monetization" experts Charles Koppelman and Londell McMillan with respect to artist talent and charity component issues for the Tribute Show.
- 3. From inception, both Koppelman and McMillan as representatives of the Prince Estate, engaged in a greater of the Tribute Show on the agreed-upon terms under the July 7, 2016 Agreement ranging from the date, location, talent secured and charity component to the purported talent secured by McMillan and Koppelman for the Tribute Show. Mr. Koppelman and Mr. McMillan
- 4. Jobu Presents, among other rights and obligations, negotiated a Agreement due to representations by the "monetization" experts that the Tribute Show would provide a significant component of the proceeds from the Show to appropriate charities that honored Prince's vision and mission. The charity component was essential to securing major artists for the show.
- 5. In the weeks prior to Jobu's eventual rescission of the Agreement, the "monetization" experts confirmed that they had

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members of the Purple Family and other A-list talent necessary for the agreed-upon production of the Show.

- 6. As details and representations from the "monetization experts" continued to unravel, Jobu Presents raised significant concerns regarding the ability to produce the Tribute Show and the company's unwillingness to make the initial
- 7. Nonetheless, the "monetization" experts continued to press for the initial payment under the Agreement, which was commissionable for them under their agreement with the Estate.
- 8. Concerned with his ability to maintain his lucrative role as "monetezation expert," Mr. Koppelman pressed Jobu Presents to

Mr. Koppelman's entertainment company and continue under the Agreement. Mr. Koppelman also made clear that there would be consequences if Jobu Presents failed to go forward under the Agreement.

9. In August 2016, Jobu Presents emailed Mr. Koppelman, A true and correct copy

of the August 2016 email and draft note is attached as Exhibit A.

- 10. Jobu Presents then immediately wired the initial payment of
- 11. Despite significant efforts to perform under the July 7, 2016 Agreement, the August 23, 2016, announcement that the

killed any chance of Jobu's ability to produce the Show under the Agreement. The monetization experts had represented in writing to artist agencies and managers that would be the primary charity component for the Show just prior to the annoucement.

12. Specifically, the announcement, which was never disclosed to Jobu Presents.

would benefit Prince charities which raised further questions regarding the Estate's dealings and transparency as the Estate and its representatives knew that they had **second** Jobu from inception regarding a significant charity component for the Show. In fact, they had been negotiating with Graceland Holdings before both the July 7 Agreement and the artist letter drafted and approved by Mr. McMillan.

13. Jobu Presents first notified the Estate of its intent to rescind the Agreement due to the systemic and material for the Material of Mr. McMillan and Mr. Koppelman. Counsel for the Estate rejected Jobu Presents' claims on September 8, 2016.

14. On

sent a demand letter in

response to the Estate's September 8. A true and correct copy of the September 9, 2016 demand letter is attached as Exhibit B.

15. On September 12, 2016, Jobu Presents and the Estate reached an

Show. As part of the interim agreement, These claims are in addition to

Jobu Presents' claims against Mr. Koppelman for his tortious conduct after rescission of the Agreement.

16.

effort to obtain repayment under the Note. Consistent with his threats throughout the relationship, Mr. Koppelman intentionally destroyed Jobu Presents' profitable agreement with a third party band unrelated to the Prince Estate.

- 17. In March 2017, I met with Charles Koppelman at his office located in New York, NY.
- 18. I recorded my conversation with Charles Koppelman that took place in March of 2017. I am familiar with Charles Koppelman and am able to recognize his voice. Charles Koppelman also identifies himself during the conversation. A true and correct copy of the recording is attached as Exhibit C.
- 19. I am aware that under New York state law it is legal to record a conversation between two parties as long as one party to the conversation consents. I was a party to the conversation and consented to its recording.
- 20. I recorded the conversation because I was concerned about pending litigation between Charles Koppelman and Jobu Presents. The conversation with Charles Koppelman was recorded on my Apple Iphone using the application Voice Record Pro.

FURTHER YOUR AFFIANT SAYETH NOT.

Dated: April 18th, 2017

Vaughn Millette

Subscribed and sworn to before me this 18th day of April, 2017.

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Notary Public

NOTARY PUBLIC AT LARGE 10-7-19

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EXHIBIT A - REDACTED

EXHIBIT B – REDACTED