

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
FIRST JUDICIAL DISTRICT
PROBATE DIVISION
Case Type: Special Administration

In the Matter of:

Court File No. 10-PR-16-46

Estate of Prince Rogers Nelson,

Decedent,
and

Tyka Nelson,

Petitioner.

**THE SPECIAL ADMINISTRATOR'S
OBJECTIONS TO ROC NATION'S
PETITION FOR ALLOWANCE OF
CLAIM AND REQUEST FOR
ADDITIONAL RELIEF**

The Special Administrator of the Estate of Prince Rogers Nelson, Bremer Trust, N.A., objects to the “Petition of Roc Nation LLC for Allowance of Claim and Additional Relief” for two primary reasons.

First, Roc Nation does not state a “claim” against the Estate as that term is defined in the Probate Code. Roc Nation does not allege that the Estate is liable to Roc Nation in any way. Instead, Roc Nation alleges a license to use certain intellectual property assets owned by entities owned by the Estate. Second, even if Roc Nation’s allegations against the Estate constituted a claim under the Probate Code, which they do not, such a claim would not have been timely. Accordingly, Roc Nation’s petition for allowance of its purported claim against the Estate should be denied, and Roc Nation’s purported claim is barred under the Minnesota probate code and should be dismissed.

In addition, Roc Nation’s request for “additional relief”—i.e., disclosure of the Estate’s confidential business negotiations and agreements with Roc Nation—should be denied. Roc Nation has presented and has no basis for any such relief.

I. Factual and Procedural Background

A. August 1, 2015 Letter of Intent

Before Mr. Nelson's death, NPG Records and NPG Music Publishing entered into an agreement entitled "Letter of Intent" that was dated August 1, 2015 with WiMP Music AS (referred to as "Tidal" in the Letter of Intent itself). Tidal is a service that offers music for streaming and purchase, and it is available at <http://tidal.com/us>. The Tidal service is apparently operated by Aspiro AB (a Swedish company) and, according to Roc Nation's filings, is somehow affiliated with Roc Nation.

The Letter of Intent granted an exclusive license to Tidal for exploitation of "the next newly recorded studio LP by the recording artist known as 'Prince' (the 'Prince Album')." Ex. 1, Letter of Intent, ¶ 1.¹ The next newly recorded studio LP by Prince (i.e., the Prince Album) was the album titled "Hit N Run: Phase 1," which was released in September 2015. The exclusivity period for the license granted to Tidal in the Letter of Intent was for 90 days from the Letter of Intent's effective date of August 1, 2015. Ex. 1, Letter of Intent, ¶ 2.

The Letter of Intent expressly provided that "[a]ll rights not specifically granted herein are reserved to [NPG Records and NPG Music Publishing]." *Id.*, ¶ 9. The Letter of Intent also contemplated that any further agreements between the parties would be formal, written agreements, expressly providing that the "parties agree to discuss in good faith collaborating on further creative marketing ideas and participation by Prince in the Tidal platform and Tidal initiatives, it being understood that the actual implementation of all such activities and Prince's participation will be subject to mutual agreement of the parties on all the specifics and logistics of each such activity." *Id.*, ¶ 7.

¹ All references to exhibits herein are to the exhibits attached to the Declaration of Katherine A. Moerke filed on December 5, 2016 ("Moerke Decl.").

The Special Administrator is not aware of any additional written agreements with Roc Nation or any affiliated organizations after the August 1, 2015 Letter of Intent, and Roc Nation has not alleged that any such agreements exist.

B. Roc Nation’s Submission in Response to the Special Administrator’s Requests for Proposals

As the Court is aware, the Special Administrator sought requests for proposals for monetization experts to generate cash for the Estate through the exploitation of Prince’s intellectual property via entertainment deals. Roc Nation submitted a proposal in response to the Special Administrator’s RFP process via a letter dated May 27, 2016. Ex. 2. Roc Nation’s May 27 letter was sent via an e-mail with the subject line “Estate of Prince Rogers Nelson – Roc Nation Submission of Qualifications to Act as Administrator of Musical Assets.” *Id.* (e-mail).² Roc Nation’s May 27 letter asked to be considered by the Special Administrator “to administer the musical assets of the Estate of Mr. Prince Rogers Nelson.”³ *Id.* (letter) at 1. Roc Nation’s May 27 e-mail and letter did not state that Roc Nation had any type of claim against the Estate or that the Estate owed Roc Nation any money.⁴ *See generally id.*

C. The Special Administrator’s Requests for Information from Tidal and Roc Nation

² Prior to sending Roc Nation’s May 27, 2016 letter, Roc Nation e-mailed the Special Administrator’s counsel that such a submission letter would be forthcoming: “Further to my note below and our discussion with you yesterday, we will also be submitting a letter and documentation expressing Mr. Carter and Roc Nation’s interest in managing along with Bremer Prince’s music interests, including those under NPG Records and NPG Music Publishing.” Ex. 3.

³ Roc Nation now contends that the May 27, 2016, RFP letter was a “claim” against the Estate. Roc Nation first made this contention in Roc Nation’s October 21, 2016 letter to the Court. Ex. 8 (“By letter dated May 27, 2016, Roc Nation gave written notice of its contractual claims to the Special Administrator . . . Pursuant to Minn. Stat. 524.3-804, the May 27 Letter constitutes a Notice of Claim within the meaning of Minn. Stat. Sec. 524.1-201.”). Roc Nation’s May 27 letter itself did not itself purport to be a claim against the Estate, nor did Roc Nation’s May 27 e-mail attaching the letter.

⁴ Roc Nation’s May 27 letter referenced the grant of some intellectual property rights to Tidal. *See generally id.*

Bremer Trust is not aware of any agreements by NPG Records and NPG Music Publishing (or Mr. Nelson) with Roc Nation or Tidal or Aspiro AB other than the Letter of Intent. Following Bremer Trust's appointment as Special Administrator, and on multiple occasions, Bremer Trust requested certain information and documents from Tidal and Roc Nation pursuant to the Letter of Intent.

Traci Bransford first notified Roc Nation of Stinson Leonard Street's representation of Bremer Trust as the Special Administrator of the Estate in May of 2016. *See* Ex. 3 (e-mail exchanges between Roc Nation and the Special Administrator's counsel). Following that initial contact, the Special Administrator requested documents and information from Tidal during phone calls and followed up on those initial requests with multiple written requests, including the following:

- A May 27, 2016 e-mail from Traci Bransford requesting all relevant information including any "binding contractual agreements":

We are requesting that you provide us with any and all information that you have including, but not limited to, binding contractual agreements, proposals, audits and any other documentation reflecting underlying work that you performed for the decedent, Prince Rogers Nelson and/or any of his entities including, but not limited to Paisley Park Enterprises, Inc., NPG Records, NPG Music Publishing LLC. Please see the attached documents which were previously sent to Mr. Mumford a few weeks ago and which reference the appointment of Bremer Trust.

Id. at 2. That same day, Roc Nation indicated it would provide such documents: "Todd has checked through his emails and did not receive any documents previously. However, we will start gathering all and send over."

Id. at 1. Roc Nation never did provide any documents to the Special Administrator.

- An August 17, 2016 e-mail from Traci Bransford requesting the following specific documents: "an accounting of all payments made to NPG Records, NPG Music Publishing and /or Mr. Nelson pursuant to paragraph (3) three of the attached TIDAL agreement" and "any other contractual agreement between WIMP Music and/ or ROC Nation and Mr. Nelson and/ or Mr. Nelson's related entities." Ex. 4 at 2-3.

- An August 26, 2016 e-mail from Traci Bransford following up on her August 17, 2016 request. *Id.* at 2.
- An August 31, 2016 e-mail from Traci Bransford asking for a call regarding the Special Administrator’s outstanding requests for documents. *Id.* at 1-2. Todd Mumford of Roc Nation responded that “TIDAL’s accounting is handled by its team in Oslo, Norway. We are working with TIDAL to obtain the information you have requested and will be in touch next week.” *Id.* at 1. No information, however, was ever provided.
- An August 31, 2016 e-mail from one of the Estate’s monetization experts, L. Londell McMillan, asking about the accounting requested for Bremer Trust. *Id.* at 1.

Tidal and Roc Nation did not provide any of the information or documents requested by the Special Administrator, either before filing documents in this Court or to the present time. Moerke Decl. ¶ 4.

D. Roc Nation’s Purported Claim Against the Estate

On October 17, 2016, Roc Nation’s attorneys sent a letter to the Special Administrator’s attorneys. Ex. 5. Roc Nation’s October 17 letter referred to purported “agreements [plural] between the relevant parties,” but only identified one agreement—the August 1, 2015 Letter of Intent. *See id.* at 1. Roc Nation’s October 17 letter also stated that Roc Nation had exclusive rights to intellectual property controlled by the Estate and raised the concern that the Estate might breach such purported rights in the future: “we also trust that Bremer will not enter into any agreements that infringe upon the exclusive distribution rights and other rights held by Roc Nation, or its assigns or licensees, which would necessitate that Roc Nation (and the other interested parties) take all appropriate action to fully enforce its rights.” *Id.* at 2.

On October 20, 2016, the Special Administrator responded to Roc Nation with a letter indicating that the Special Administrator was aware of the August 1, 2015 Letter of Intent but

was not aware of any other agreements with Roc Nation.⁵ Ex. 6 at 1. The Special Administrator also detailed its prior requests for information and documents related to the Letter of Intent. *Id.* at 2.

On October 21, 2016, Roc Nation responded to the Special Administrator's October 20 letter by sending a letter to the Court along with five attachments, including Roc Nation's October 17 letter and the Special Administrator's October 20 letter. Ex. 7 (email); Ex. 8 (letter and attachments). Roc Nation sent its October 21 letter directly to counsel for potential beneficiaries and publicly filed the letter and its attachments.

Roc Nation's October 21 letter stated that Roc Nation "controls and administers certain specific rights . . . pursuant to various agreements between the relevant parties." Ex. 8 at 1. Roc Nation's October 21 letter also stated there were "additional oral and written agreements which were confirmed by a course of dealing" after the August 1, 2015 Letter of Intent. *Id.* at 2. Roc Nation's October 21 letter also stated that "the Artist and NPG (and other applicable parties acting on his and NPG's behalf) . . . conveyed to Roc Nation all exclusive right, title, and interest to all digital and physical exploitation of such master recordings through any and all media, including, but not limited to, distribution of the album through TIDAL." *Id.* at 2. Roc Nation's October 21 filing did not include any written agreements or documentation substantiating any purported agreements.

On October 25, 2016, the Special Administrator sent Roc Nation a letter responding to Roc Nation's October 21 letter to the Court. Ex. 9. On October 26, 2016, the Special Administrator also served Roc Nation with a subpoena for documents, which specified a return

⁵ The Special Administrator's letter was dated October 19, 2016, but was e-mailed on October 20, 2016.

date for production of November 9, 2016.⁶ Ex. 10. On November 14, 2016, Roc Nation served written objections to the subpoena and indicated that Roc Nation will produce some responsive documents, but Roc Nation has not yet provided any documents to the Special Administrator.⁷ Moerke Decl. ¶ 4.

On November 7, 2016, Roc Nation filed a “Statement of Unsecured Claim.” Ex. 11. The “Statement of Unsecured Claim” identified Roc Nation LLC as the Claimant.⁸ *Id.* Like Roc Nation’s letters, Roc Nation’s Statement of Unsecured Claim claimed that Roc Nation had a “Written Contract for services and distribution of intellectual property as modified by subsequent writings, course of dealing between the parties and oral understandings and agreements.” *Id.* at 1. Roc Nation did not include any written agreements or documentation substantiating any purported agreements with its November 7 filing.

E. Roc Nation’s Petition for Allowance of Claim and Request for Additional Relief

On November 11, 2016, Roc Nation filed a “Petition of Roc Nation LLC for Allowance of Claim and Additional Relief.” Ex. 12. The Petition purports to be made on behalf of additional unnamed entities, in that the Petition states that it is for Roc Nation “for itself and on behalf of its affiliated organizations (collectively, the Petitioners”). *Id.* at 1. Only Roc Nation’s name and contact address, however, is provided in the Petition. *See generally id.*

⁶ On October 28, 2016, Roc Nation served the Special Administrator with a subpoena. Because the subpoena was defective in multiple respects, the Special Administrator served written objections on October 10, 2016. Moerke Decl. ¶ 6.

⁷ Roc Nation has requested that the Special Administrator agree to a confidentiality agreement before the production of any documents. Although the Special Administrator does not agree that an agreement is required or warranted, the Special Administrator has attempted and continues to attempt to reach an acceptable confidentiality agreement with Roc Nation.

⁸ The November 7 “Statement of Unsecured Claim” referenced Roc Nation’s “relevant licensors, licensees, assignors and assignees, inclusive of Wimp Music AS and Aspiro AB (collectively, ‘Roc Nation’),” but identified the “claimant” as “Roc Nation LLC.” *See id.*

Like Roc Nation’s November 7 “Statement of Unsecured Claim,” Roc Nation’s Petition alleges that Roc Nation’s purported claim is contractual: “Nature of Claim. The nature of the claim is: Written Contract for services and distribution of intellectual property as modified by subsequent writings, course of dealing between the parties and oral understandings and agreements.”⁹ *Id.* at 1. Roc Nation’s Petition does not provide a dollar amount of its purported claim and instead asserts that the Estate “is and/or will become indebted to Petitioners in an amount to be determined at trial.” *Id.* Roc Nation’s Petition states that the purported “claim arose on or about July 19, 2015, prior to the Decedent’s death.” *Id.* at 2. Roc Nation’s Petition also states that the purported claim is not yet due: “The claim will be due and payable at a future date.” *Id.* Finally, Roc Nation’s Petition alleges that “Petitioners were known creditors by reason of written contract, a course of dealing between Petitioners and Decedent or entities controlled by Decedent, and a claim was presented as described in Paragraph 3 above.” *Id.*

Like Roc Nation’s prior filings, Roc Nation’s November 11 Petition did not include any written agreements or documentation substantiating any purported agreements.¹⁰

F. The Copyright Infringement Lawsuit Against Roc Nation and Aspiro AB

Because the Tidal service continued to stream Prince’s entire catalog of music despite the Estate’s repeated requests for documentation of any rights for Tidal to do so, NPG Records and NPG Music Publishing filed a complaint against Roc Nation for copyright infringement in the

⁹ In particular, the Petition claims that Petitioners have the rights to exclusively stream Prince music on Tidal: “Petitioners also have the right to exclusively stream the Decedent’s entire catalogue of music, with certain limited exceptions, on the TIDAL streaming service pursuant to subsequent agreements and a course of dealing between the parties.” *Id.* at 7, ¶ 33.

¹⁰ In addition to the August 1, 2015 Letter of Intent, the Petition references one additional written document—a purported “Equity Term Sheet” from July 2015 that Roc Nation alleges sets forth “preliminary terms governing the relationship between the relevant parties.” *Id.* at 5, ¶ 23. The Special Administrator is not in possession of this alleged document, and Roc Nation has not provided it to the Special Administrator.

United States District Court for the District of Minnesota on November 15, 2016.¹¹ Ex. 13. After Roc Nation’s counsel represented that Aspiro AB controlled the Tidal service, NPG Records and NPG Music Publishing filed an amended complaint adding Aspiro AB as a defendant on November 22, 2016. Ex. 14. The copyright infringement lawsuit seeks both damages and injunctive relief as remedies.

II. Argument

A. Roc Nation Has Not Alleged a Claim Under the Minnesota Probate Code

As detailed above, Roc Nation’s purported claim alleges that Roc Nation and its “affiliated organizations” have rights to exploit intellectual property rights in Mr. Nelson’s music based on various purported agreements. Roc Nation does not allege that the Estate is liable to Roc Nation or owes Roc Nation any money.¹² Instead, Roc Nation alleges that two business entities owned by the Estate—NPG Music Publishing and NPG Records, which own copyrights in works written and recorded by Prince Rogers Nelson—and Mr. Nelson entered into purported agreements with Roc Nation and/or other “affiliated organizations” that granted various rights to Roc Nation and these “affiliated organizations” to exploit intellectual property owned by the NPG entities or Mr. Nelson.

The Minnesota Probate Code defines “claims” as *liabilities of a decedent* (or liabilities of the decedent’s estate arising after death):

“Claims” includes liabilities of the decedent whether arising in contract or otherwise and liabilities of the estate which arise after the death of the decedent including funeral expenses and expenses of administration. The term does not

¹¹ Copyright infringement is a violation of federal law under the Copyright Act, 17 U.S.C. §§ 101 *et seq.*, and federal courts have exclusive jurisdiction over actions for copyright infringement under 28 U.S.C. § 1338.

¹² Ironically, it appears that Roc Nation and/or its “affiliated organizations” owe the Estate money, in that the Estate has repeatedly requested but not received accountings of the royalties due to the NPG entities under the August 1, 2015 Letter of Intent.

include taxes, demands or disputes regarding title of a decedent to specific assets alleged to be included in the estate, tort claims, foreclosure of mechanic's liens, or to actions pursuant to section 573.02.

Minn. Stat. § 524.1-201 (emphasis added).

The Minnesota Probate Code also has several requirements for the presentation of a claim, including the basis and the amount of the claim, as well as the name and address of the claimant:

(1) The claimant may deliver or mail to the personal representative a written statement of the claim indicating its basis, the name and address of the claimant, and the amount claimed, or may file a written statement of the claim, in the form prescribed by rule, with the court administrator. . . .

Minn. Stat. § 524.3-201.

Given these requirements, Roc Nation has failed to state a “claim” within the meaning of the Probate Code for at least three reasons: (1) Roc Nation does not allege any liability; (2) Roc Nation’s alleged contractual rights to stream Prince’s entire catalog on Tidal could not have been granted by the decedent himself; and (3) Roc Nation failed to follow the Probate Code’s requirements in attempting to present Roc Nation’s purported claim.

1. Roc Nation’s Purported Claim Alleges No Liability

Roc Nation’s purported claim against the Estate does not allege any liability as required to state a claim under the Probate Code. Roc Nation does not allege that there is any money due or owing to Roc Nation under the Letter of Intent or other undisclosed agreements. Instead, Roc Nation alleges that it has a license to exploit intellectual property controlled by the Estate. The Probate Code specifically excludes that type of dispute over ownership of assets from the definition of “claim.” Minn. Stat. § 524.1-201 (specifying that the definition of a claim “does not include . . . disputes regarding title of a decedent . . . specific assets alleged to be included in the

estate”). The Probate Code does not invite declaratory judgment actions or advisory opinions about estate assets to be handled as “claims.”

2. Roc Nation’s Purported Claim of Rights to Stream Prince’s Entire Catalog on Tidal Is Not a Claim Under the Probate Code Because the Decedent Himself Could Not Have Granted Those Rights

The Probate Code’s definition of claim requires that a claim based on a liability that was incurred before death must be a liability “of the decedent.” As noted above, Roc Nation’s petition alleges that Roc Nation and its “affiliated organizations” have rights to exclusively stream Prince’s entire catalog of music on Tidal: “Petitioners also have the right to exclusively stream the Decedent’s entire catalogue of music, with certain limited exceptions, on the TIDAL streaming service pursuant to subsequent agreements and a course of dealing between the parties.” Petition, Ex. 12, at 7, ¶ 33.

Roc Nation’s alleged contractual rights to stream Prince’s entire catalog on Tidal could not have been granted by the decedent himself. Although Roc Nation’s filings in this Court allege that Mr. Nelson himself conveyed intellectual property rights to Roc Nation and its “affiliated organizations,” Mr. Nelson could not have, on behalf of himself as an individual, conveyed the copyrights in his entire music catalog. The copyrights in most of the Prince music that Tidal is streaming are and were owned by the NPG entities; these copyrights were not owned by Mr. Nelson himself. Moerke Decl. ¶ 5. Mr. Nelson could not have conveyed these copyrights to Roc Nation or any “affiliated organizations.” Indeed, in the one known agreement—i.e., the August 1, 2016 Letter of Intent—the NPG entities (and not Mr. Nelson) are parties to the agreement. Ex. 1.

Therefore, Roc Nation has not stated a claim under the Probate Code with respect to the alleged rights to stream Prince’s entire catalog on Tidal, because, even if Roc Nation could show

any liabilities, which Roc Nation does not even allege in the first place, such liabilities with respect to Tidal would not be liabilities of the decedent himself but instead of the NPG entities.

3. Roc Nation's Purported Claim Does Not Satisfy Additional Statutory Requirements for a Claim

In addition, Roc Nation has failed to satisfy the minimal requirements for the presentation of a claim under the Minnesota Probate Code. Roc Nation has not provided the amount of money claimed. *See* Minn. Stat. § 524.3-201 (requiring a written statement of “the amount claimed”). Roc Nation has not provided the names, let alone the addresses of its “affiliated organizations.” *See* Minn. Stat. § 524.3-201 (requiring a written statement of “the name and address of the claimant”).

Furthermore, Roc Nation's filings fail to disclose the “basis” of Roc Nation's broad assertion of rights. *See id.* (requiring that a claim include its “basis”).

B. Even if Roc Nation Had Properly Stated a Claim Under the Probate Code, Roc Nation's Purported Claim Would Not Have Been Timely

Roc Nation's purported claim should also be barred because it was untimely. Section 524.3-803 expressly provides that “[a]ll claims as defined in section 524.1-201(8), against a decedent's estate which arose before the death of the decedent . . . are barred against the estate . . . unless presented” within the timeframes allowed.

1. The Deadline for Claims Arising Before Death Was September 10, 2016

Even if Roc Nation were a creditor of the Estate, which Roc Nation does not even allege, the deadline for Roc Nation's notice of its claim was September 10, 2016. Roc Nation was not entitled to anything other than notice by publication pursuant to Minnesota Statutes Section 524.3-801. Thus, the deadline for Roc Nation's presentation of a claim was “four months from

the date of the court administrator's notice to creditors which is subsequently published." Minn. Stat. §524.3-803(a)(1).

In this matter, the Court issued an amended notice to creditors on May 10, 2016. Amended Notice of Formal Appointment of Special Administrator and Notice to Creditors (Intestate), Ex. 15. As a result, Roc Nation was required to present any claim against the Estate by September 10, 2016.¹³

2. Roc Nation Did Not Mail Its Purported Notice of Claim Before September 10, 2016

To make a claim against an estate, a claimant must provide "a written statement of the claim indicating its basis, the name and address of the claimant, and the amount claimed." Minn. Stat. § 524.3-804(1). In its October 21, 2016 letter to the Court, Roc Nation asserted (for the first time) that Roc Nation's May 27, 2016 letter to the Special Administrator in response to the Special Administrator's requests for proposals stated a claim against the Estate.

There is no possible reading of Roc Nation's May 27 letter that would interpret the letter as a statement of claim. Instead, Roc Nation's May 27 letter was a request that the Special Administrator hire Roc Nation to administer Prince musical assets. *See* Ex. 2. The letter does not indicate that Roc Nation is making any claim against the Estate, let alone the basis for any claim, or the amount claimed. *See id.* Indeed, the subject line of Roc Nation's May 27 e-mail attaching Roc Nation's May 27 letter clearly set forth the purpose of the letter: "Roc Nation Submission of

¹³ The only conceivable way this deadline could have been extended would have been if Roc Nation were a "known creditor." *See* Minn. Stat. § 524.3-801(b) (providing requirements for a creditor to be "known"). Because the Decedent owed no money to Roc Nation, Roc Nation was not a known creditor. To extend the definition of "known creditor" under the Probate Code to apply to Roc Nation simply as a party to a purported contract would impose a ridiculous burden on estate administrators to serve by mail any person or entity who might possibly have a verbal or written contractual arrangement with the decedent. Such an interpretation of the Probate Code would be absurd and contrary to public policy.

Qualifications to Act as Administrator of Musical Assets.” *Id.* (e-mail). Therefore, Roc Nation’s May 27 letter was not a written statement of a claim to the Special Administrator under the Minnesota Probate Code.

As explained above, Roc Nation’s first indication that it considered itself a creditor of the Estate was Roc Nation’s October 21, 2016 filing with the Court. Roc Nation’s actual “Statement of Unsecured Claim” was not submitted until November 7, 2016, when this document was filed with the Court and served on the Special Administrator. Both filings—Roc Nation’s October 21, 2016 letter and attachments and Roc Nation’s November 7 “Statement of Unsecured Claim”—were well after September 10, which was the deadline for presentation of any claim by Roc Nation. Accordingly, Roc Nation’s purported claim was not timely under the Minnesota Probate Code.

C. Roc Nation’s Purported Claim Is Not Automatically Allowed, as Roc Nation Wrongly Argues in Its Petition

Even if Roc Nation had timely presented its purported claim to the Special Administrator, the Special Administrator effectively disallowed Roc Nation’s claim. A special administrator of an estate has a period of two months from a creditor’s deadline for presentation of the claim to allow or disallow the claim. Minn. Stat. § 524.3-806(a). A claim that was presented is automatically allowed only if the special administrator does not disallow it within that two-month period. *Id.*

Roc Nation’s assertion that its purported claim was automatically allowed is based on an incorrect reading of the Minnesota Probate Code. The Probate Code states that, in order to avoid automatic allowance of a claim, the special administrator must allow or disallow a claim within “two months after the time for original presentation of the claim has expired,” not within two months of the date a claim has actually been presented. Minn. Stat. § 524.3-806(a).

The Special Administrator timely disallowed Roc Nation's claim. Again, Roc Nation asserts that its claim arose prior to Mr. Nelson's death. Ex. 12 (Petition) at 1. Thus, the deadline for disallowing claims against the Decedent's estate was two months after September 10, 2016—i.e., November 10, 2016. The Special Administrator mailed a Notice of Disallowance of Purported Claim to Roc Nation on October 25, 2016, which was well within the two-month disallowance period. Ex. 9 (attachment). Thus, Roc Nation's purported claim was not automatically allowed as Roc Nation alleges in its petition.

D. Roc Nation Has No Basis to Request the Special Administrator's Confidential Business Dealings and Notice of Future Agreements

Roc Nation's Petition requests "access to any and all information within the possession of the Special Administrator concerning the distribution or exploitation of the Musical Assets" and that "Petitioners be given advanced notice of any agreements or business dealings that may affect Petitioners' claim and interest in the Estate." Ex. 12 at 10-11, ¶ 50. These requests are outrageous. Roc Nation has failed to provide any support for its purported claim of rights to sell or distribute Prince recordings other than those rights granted in the Letter of Intent. Moreover, Roc Nation is a competitor to the entities with whom the Estate is finalizing confidential and Court-approved deals.

Roc Nation cites no authority for its outrageous and far-reaching request for the Estate's confidential entertainment negotiations and deals. Nor does any authority exist that would support Roc Nation's request. Roc Nation is not a party to this action or otherwise entitled to seek discovery from the Estate under the Minnesota Rules of Civil Procedure or the Probate Code. Instead, Roc Nation is an entity with whom NPG Records and NPG Publishing agreed to give limited rights to exploit a single album—and an entity that now is attempting to significantly expand its rights to the Prince catalog.

III. Conclusion

Roc Nation has not alleged a legally cognizable claim under the Minnesota Probate Code. Accordingly, Roc Nation's petition for allowance of its purported claim against the Estate should be denied, as should Roc Nation's request for additional relief, and Roc Nation's purported claim should be dismissed.

Further, denying Roc Nation's petition and dismissing Roc Nation's claim will not deprive Roc Nation of a venue to address Roc Nation's alleged rights. Those alleged rights can and presumably will be asserted in the federal action copyright infringement filed against Roc Nation and Aspiro AB by NPG Records and NPG Publication.

Dated: December 5, 2016

s/ Katherine A. Moerke

Laura E. Halferty (#0311698)

David R. Crosby (#0237693)

Liz Kramer (MN #325089)

Katherine A. Moerke (#0312277)

STINSON LEONARD STREET LLP

150 South Fifth Street, Suite 2300

Minneapolis, MN 55402

Telephone: 612-335-1500

Facsimile: 612-335-1657

laura.halferty@stinson.com

david.crosby@stinson.com

liz.kramer@stinson.com

katie.moerke@stinson.com

**ATTORNEYS FOR SPECIAL
ADMINISTRATOR, BREMER TRUST,
NATIONAL ASSOCIATION**