



July 17, 2019

VIA E-FILING & EMAIL

The Honorable Richard B. Solum
2950 Dean Parkway, #2502
Minneapolis, MN 55412

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

Dear Judge Solum:

Pursuant to your request, we are writing on behalf of Comerica Bank & Trust, N.A. as Personal Representative of the Estate of Prince Rogers Nelson (“Personal Representative”) in response to the July 11, 2019 submissions of Mr. Bruntjen and Mr. Silton regarding fees related to entertainment matters.

Throughout its term, the Personal Representative has always kept the Heirs and their counsel informed of the entertainment deals it is negotiating for the Estate and has welcomed their input on such deals. Unlike with the former Special Administrator, however, the Court did not appoint any Heirs’ counsel to negotiate entertainment deals alongside the Personal Representative. Rather, the Personal Representative has always had the sole responsibility of negotiating and drafting entertainment deals for the Estate. While the Heirs’ counsel may have reviewed the entertainment deals and in some cases provided the Personal Representative with their input on the proposed deals, they did so on behalf of their individual clients. Heirs’ counsel has not identified any favorable changes to the entertainment deals resulting from their review and input, or any other tangible benefit to the Estate. As a result, the fees incurred for such services should be paid by their clients, and not by the Estate.

Specifically, the time entries identified by Mr. Silton and Mr. Bruntjen (*see* July 11, 2019 Letter of S. Silton at pp. 2-3) reflect time spent reviewing and advising on the Estate’s entertainment deals for their clients’ benefit. While Mr. Silton generally asserts that the “final versions of the entertainment deals were materially better for the Estate” as a result of Cozen’s work, and Mr. Bruntjen claims that his work “helped to greatly improve the material terms of these deals,” they failed to articulate even one example to support these assertions. In fact, many of the communications Cozen has submitted demonstrate that a substantial portion of their time spent

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reviewing and providing input on entertainment deals was focused on proposed terms benefitting the Heirs—not the Estate—such as consulting agreements or perks for the Heirs. While Mr. Bruntjen has submitted a large volume of communications with the Personal Representative regarding entertainment matters, that is because Mr. Jackson requested that Mr. Bruntjen be copied on all communications from the Personal Representative as a courtesy to Mr. Jackson, not because Mr. Bruntjen played any role in negotiating the Estate’s entertainment deals. Mr. Bruntjen cannot charge the Estate for the time he spent reviewing and in some instances responding to license requests and proposed entertainment deals when he has not demonstrated any benefit to the Estate as a result.

With the exception of fees relating to the rescission—which the Personal Representative addressed in its April 15, 2019 Memorandum—the Heirs’ attorneys’ fees for entertainment matters were incurred for services benefitting the Heirs and not the Estate as a whole.

Respectfully submitted,

/s/ Joseph J. Cassioppi

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