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April 24, 2018

VIA EFS

The Honorable Kevin Eide
Carver County Justice Center
604 East 4th Street
Chaska, MN 55318

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

Dear Judge Eide:

I write on behalf of Sharon, Norrine, and John Nelson (“SNJ”) to request permission to bring a motion for reconsideration of the Court’s April 13, 2018 Order, pursuant to Minn. R. Gen. P. 115.11. Motions for reconsideration can serve a helpful purpose for the Court, in that they permit the Court to correct errors or omissions in a prior order without the need or expense of time-consuming appeals. *See* Minn. R. Gen. P. 115.11: Advisory Committee Comment—1997 Amendment. The Court itself, noting that “[t]ime is of the essence,” moved quickly to issue the April 13 Order within several hours of the hearing, reserving “the opportunity to issue an Amended Order with additional findings or legal conclusions.” (Order, p. 2 (dated April 13, 2018)). While SNJ appreciate that the Court wanted them to be quickly informed of its decision, they urge the Court to either issue an Amended Order *sua sponte*, to address the issues raised below, or alternatively, to permit a motion for reconsideration of the Court’s Order.

First, the Court did not address SNJ’s motion with respect to Charles Spicer, Jr. At the hearing Comerica acknowledged that Spicer may be one way to, at least partially, resolve the issue of SNJ’s access to entertainment advice. It was expected that the Court would provide an NDA in a form it considered acceptable, that Spicer and/or McMillan could sign or reject. In focusing its Order solely on McMillan, the Court did not resolve SNJ’s motion with respect to Spicer, who has no conflicts alleged by Comerica.

At the hearing, the Court asked direct questions about the NDA issue which arose at the May 10, 2017 hearing. [REDACTED]

[REDACTED] such an NDA has never been the topic of negotiations between Comerica and McMillan and no single-purpose NDA was ever presented to McMillan by Comerica. Rather, the Parties worked to reach a mutually agreeable NDA that would cover all proposed

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entertainment transactions, which is in line with the Court's March 22, 2017 Order.¹ While the Parties reached an impasse with respect to those negotiations, [REDACTED] [REDACTED] McMillan's insistence on removing the "oral disclosure" language, and other provisions was not inappropriate, and robust negotiation of those terms is common within the entertainment industry. Importantly, there is absolutely nothing to suggest that McMillan has not preserved the confidentiality of the entertainment deal disclosed at the May 10, 2017 hearing.

The Court acknowledged SNJ's strong interest and need to have competent entertainment advice on these matters. However, in its April 13 Order, the Court looked past that need, apparently concluding that conflicts which have not yet arisen should prohibit SNJ from utilizing the advisor of their choosing. Moreover, any actual conflicts which may arise should not be the subject of debate or argument. (April 13 Order, p. 2). McMillan would agree to recuse himself from receiving any confidential information directly related to any litigation in which he was a party. However, McMillan should not be categorically excluded simply because a proposed entertainment transaction has some tangential relationship to the UMG agreement, especially when there has been no finding by the Court of any wrongdoing by McMillan or any litigation related to his conduct. It is simply speculation on the part of Comerica to assume that McMillan would be conflicted. On that basis, the Court should not have categorically refused to enter a protective order or offer an acceptable NDA for McMillan to consider. The consequence of that decision is that half the Estate's Heirs are without the benefit of the entertainment advisor they have contracted with to provide opinion and advice.

Importantly, in response to SNJ's motion, none of the Heirs voiced any objection to McMillan or Spicer being provided confidential information. [REDACTED]

[REDACTED] By refusing to provide an NDA that McMillan and/or Spicer could either sign or reject, the Court has categorically and unnecessarily denied SNJ the advisor of their choosing. They ask that the Court reconsider its position, and *sua sponte* enter an Amended Order² which provides for an NDA in a form that McMillan and/or Spicer can sign.

Sincerely,
SKOLNICK & JOYCE, P.A.

/s/ Samuel M. Johnson

Samuel M. Johnson

Cc: Counsel for Heirs and Comerica

¹ As the Court is aware from the Petition to Remove Comerica and its affidavits, there was a breakdown in negotiations over the NDA between May 2017 and November 2017. There has been strenuous and good faith negotiation of a broad NDA since November 2017, including the addition and removal of sections like an "anti-disparagement" provision. (See Silver Dec. Ex. C (dated November 17, 2017)). Comerica itself never insisted on an NDA to only cover the May 2017 entertainment deal.

² It is hoped that the Court resolve this matter on its own initiative to save the cost and time, for SNJ, the Estate, and the Court, of additional briefing on this topic.