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7 September 2017

Judge Kevin W. Eide
First Judicial District
Carver County Justice Center
604 East 4th Street
Chaska, MN 55318

Re: Sanctions **Court File Number: 10—PR—16-46**

Dear Judge Eide,

If it may please this Court, it is with the most humble and caring approach that I send this letter at the court's request. I am asking the court to accept and address the issue of sanctions as applied to the Law Offices of Frank K. Wheaton and that of my local counsel, the Law Offices of Justin Bruntjen.

Not in my thirty-plus years of practice have I ever been sanctioned or moved to submit anything less than flattering with respect to any attorney with whom I have enjoyed the privilege of working. However, this one exception saddens me with great despair as I submit to the court my utter disappointment with the display of unprofessionalism, disloyalty and dishonesty of a young lawyer with whom I had hoped to mentor and share the entirety of my professional experiences in the legal profession and arena.

According to court rules in nearly every jurisdiction, the requirement of local counsel, in part, is to assist the out-of-state counsel with the local rules of the court(s) in that jurisdiction. The role of the local counsel can be either limited or restricted based on the terms of the engagement letter.

In an interpretation of local counsel rules and application, Stephan L. Miles, in an article written for the American Bar Association publication states, "The American Bar Association Model Rules,

state rules of professional conduct, and a series of cases, both new and old, serve as a reminder of the duties of local counsel, and the potential malpractice risks of such assignments." Local, national or lead counsel does not relieve any of these labels for lawyers with any less responsibility to the client. However, local counsel may be restricted or limited to the instructions of the lead counsel or the engagement letter. *Macawber Engineering, Inc. v. Robson & Miller*, 47 F.3d 253 (8th Cir. 1995) cites example. Although the case relies on the fact that the local counsel's role was contractually limited, the court nonetheless went one step further. Interpreting Minnesota law, the court stated unequivocally that "local counsel does not automatically incur a duty of care with regard to the entire litigation. When the client vests lead counsel with primary responsibility for the litigation, the duty of local counsel is limited." *Id.* at 257.

After locating Mr. Bruntjen on the internet and engaging him to file a pro hac vice motion in the instant case, Mr. Bruntjen called and asked if he could stay on the case as local counsel with me. Because he had botched the initial motion, I was hesitant to keep him on as counsel. However, after thoroughly convincing me that the case would represent a milestone for him, I consented. I made it clear that he would have no interaction with the client or his relatives and I would make any material decisions in the case. I further added that Mr. Bruntjen's only responsibility would be record-keeping of the hours for our legal team and preparing the bills for submission whenever the court called for the billing. In fact, Mr. Bruntjen never had a written agreement with the client when it came to the engagement letter or retainer. I had the attorney-client retainer with the client that included and incorporated the right to hire local and additional counsel, if necessary.

After a number of basic errors that I excused as inexperience, I admonished Mr. Bruntjen on several occasions for disclosing attorney/client and privileged matters to one of our client's brothers. Mr. Bruntjen had grown unnecessarily close to one of our client's brothers and began to share confidential strategies and information only known to our legal team. Mr. Bruntjen promised to change his habits and ways, however, I would have to confer with him on several more occasions about the danger of his breaches of our confidentialities to a brother of our client that had no legal ties to the case or to his half-brother for that matter. Neither was he a legal guardian or a conservator and thus, there was no duty for Mr. Bruntjen to disclose sensitive information to him, *especially,* when our client specifically asked us not to do so on countless occasions. However, the records and evidentiary sources will reflect and reveal that Mr. Bruntjen continued to discuss and compromise our confidential information, strategically and otherwise, with parties unrelated to our legal team. In fact, several interested parties insisted that I terminate Mr. Bruntjen's services for fear he would spoil it all or circumvent his powers and find a way to seek and destroy the integrity and sanctity of my relationship with the client.

Mr. Bruntjen and I prepared several sensitive documents privately on behalf of our client seeking to protect our client from future invasions of his inheritance while structuring certain legal protection of his assets whenever they were increased by the release of his anticipated revenues and future income from the estate. Mr. Bruntjen leaked pertinent and sensitive information on numerous occasions with others including our client's brother. When the brother realized he could manipulate and intimidate Mr. Bruntjen, Mr. Bruntjen abandoned and betrayed his loyalty to me, our legal team and attorney-client privilege with the client and became subservient and focused on the direction of the brother that has no legal, educational or strategic oversight in matters over his brother and our client, one of the heirs to the estate of Prince Rogers Nelson.

When some of these infractions first occurred, I notified the court of the ethical violations of my local counsel whose only assignment in this legal relationship and responsibility to the client was to prepare the billing. It is obvious by the sanctions imposed that Mr. Bruntjen made some mistakes. Further escalation of those mistakes took place when the brother of our client wrote the initial letter of termination to me, rather than the client himself. By this time, Mr. Bruntjen was acting more as an enemy than a law partner. Against my instruction and against my will, he began to take clandestine trips to Kansas City, meeting with the brother of our client. I had specifically expressed to him in writing and verbally that he was maliciously and, perhaps, tortiously interfering with the relationship I had with our client. Still, he continued to take several unannounced trips to Kansas City that mysteriously resulted in my surprise termination as counsel. Based on my relationship for the ten months prior, along with my confidential conversations with my client, I am confident my client was misled by misrepresentations from both Mr. Bruntjen and the client's brother.

After my release from the case, Mr. Bruntjen has since remained conspicuously silent on all matters relating to the case including further submissions of bills, payments and reports of matters pertaining to me. I have had to rely on other heirs' counsel to learn about the case and findings that monies have been collected and received by Mr. Bruntjen on behalf of my former client. He has provided no source accounting or information as to whether or not these are monies to which I may be entitled. I have enlisted other senior heirs' counsel members to speak with him. They have expressed surprise at his behavior and unprofessionalism in dealing with the unwinding of our relationship in good faith. Mr. Bruntjen has provided little or no information since March 2017 including letters from the bench regarding sanctions. I only learned of the sanctions imposed in August when the court sent an email to me. I responded immediately. The court then asked that I write this letter to the court regarding the matter.

Currently, I am at a crossroad where Mr. Bruntjen is concerned. My heart does not want to interfere with the record of a young lawyer. However, the rhetorical question as to how he learns the lessons of professional responsibility, ethical and moral responsibility, let alone the consequences of disloyalty and dishonesty, perhaps may be best learned by complaints to the state bar or a lawsuit in state court to have him answer to his actions. The collaboration between Mr. Bruntjen and the brother of our client is abundantly clear. There is long and sufficient evidence to prove the influences. The question is whether his actions rise to those of tortious interference of a prospective contractual advantage coupled with other infractions and a number of witnesses that will attest to his breaches of confidentiality where strategic matters involving our client is concerned. These are issues that must be grappled with intellectually and practically where this case is concerned.

Therefore, I pray, because of the imposed blindness to all things considered by this court since my departure, I respectfully ask the court to lift or relieve the sanctions imposed by allowing me to correct the imperfections of our filing. Or, in the alternative, allow me to correct or modify the original billing in conjunction with Mr. Bruntjen's recent letter to the court asking the same. Lastly, I pray to this court to simply rescind the Order as it was imposed and allow my independent or separate motions for reconsideration be submitted and acted on accordingly.

Thank you, Your Honor, for your consideration of the requests submitted to you in earnest. I will be compelled to act in accordance with the wisdom of your ruling.

Respectfully,

//Frank K. Wheaton

Frank K. Wheaton, Esq.