

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

FIRST JUDICIAL DISTRICT

PROBATE DIVISION

Case Type: Special Administration

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In the Matter of:

Court File No. 10-PR-16-46

Estate of Prince Rogers Nelson,

**REDACTED**

Decedent,

**BREMER TRUST'S RESPONSE TO  
OMARR BAKER AND TYKA NELSON'S  
OBJECTIONS TO STINSON LEONARD  
STREET, LLP'S FEE STATEMENTS  
THROUGH JANUARY 31, 2017**

and

Tyka Nelson,

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Petitioner.

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Bremer Trust, the former Special Administrator of this Estate, submits this response to the Omarr Baker and Tyka Nelson's Objections to Stinson Leonard Street's legal fees through January 31, 2017 (the "Fee Objections"). Fundamentally, the Fee Objections rely on the incorrect legal standard in objecting to Stinson's legal fees, which Bremer Trust has shown satisfy the relevant standard.

Further, as explained below, the Fee Objections do not show that Stinson's legal fees should not be approved by the Court or that a "formal evidentiary hearing" should be held, as requested.<sup>1</sup> The two objecting potential heirs previously moved for the "immediate removal" of the Special Administrator and seek to recover their own attorneys' fees related to the transition from the Special Administrator to the Personal Representative.<sup>2</sup> Yet these two potential heirs now argue that the Special Administrator should not be able to recover any of its costs from the

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<sup>1</sup> It is unclear what evidence would be introduced or elicited at such a hearing or what discovery would be sought during the "proper period of discovery" requested by the Fee Objections. *See* Fee Objections at 2. In any event, the Fee Objections cite no basis for these requests, and the Special Administrator is not aware of any such basis.

<sup>2</sup> Four of six potential heirs did not object to Stinson's fees.

work of transitioning the administration of this extraordinarily complicated Estate. This argument should be rejected, because the transition costs were reasonable. The Fee Objections' argument that one particular Stinson attorney should not be compensated should be also rejected—and called out for what it is. The repeated attacks on this individual attorney by counsel submitting the Fee Objections are baseless, inappropriate, and malicious.

**I. The Fee Objections Apply the Incorrect Legal Standard in Objecting to Stinson Leonard Street's Fees.**

The Fee Objections are based entirely on the argument that “Stinson has failed to demonstrate how its legal work through January 31, 2017 *benefitted the Estate.*” Fee Objections at 1 (emphasis added); *see also id.* at 4 (“Stinson Has Failed to Prove that Its Requested Fees Benefitted the Estate.”); *id.* (“It is unclear how Stinson’s fees produced work that exclusively benefitted the Estate.”); *id.* at 6 (“Stinson must explain how the entries in Exhibit A reflect legal work that benefitted the Estate.”); *id.* (“For the purpose of approving requested fees, the question is whether Stinson’s legal work benefitted the Estate.”); *id.* at 7 (“Stinson must explain how the entries in Exhibit B reflect legal work that benefitted the Estate.”); *id.* (“Stinson must explain how the entries in Exhibit C reflect legal work that benefitted the Estate.”). The Fee Objections also assert that the “*same standard*”—i.e., whether work benefitted the Estate—applies to attorney fees for the Special Administrator as well as to requested attorney fees for potential heirs. *See id.* at 4 n.2 (stating that “the purpose of objecting to Stinson’s fees is to ensure the Court carefully considers *all* parties’ requested fees—including those of Bremer and the Non-Excluded Heirs—*under the same standard* as Minnesota law requires. That is, whether the work benefitted the Estate.” (emphasis added)).

The Fee Objections do not understand the relevant legal standard for evaluating compensation to the Special Administrator’s counsel—i.e., Stinson Leonard Street. Although

Bremer Trust believes and has demonstrated that its work as Special Administrator and the work of its attorneys very much benefitted this Estate, benefit to the Estate is not the relevant standard for the Court allowing the payment of fees to Bremer Trust's attorneys. Benefit to the Estate is the standard for reimbursement of attorneys for potential heirs (or other interested persons). *See* Minn. Stat. § 524.3-720 (Expenses in Estate Litigation) (providing that "when, and to the extent that, the services of an attorney for any interested person contribute to the benefit of the estate, as such, as distinguished from the personal benefit of such person, such attorney shall be paid such compensation from the estate as the court shall deem just and reasonable and commensurate with the benefit to the estate from the recovery so made or from such services").

The standard for allowing payment of fees to Bremer Trust's attorneys is whether their fees are "just and reasonable" compensation. This is because Minnesota law requires the payment of just and reasonable compensation to the attorneys for the special administrator of an estate. Minn. Stat. § 525.515(a) (Basis for Attorney's Fees) ("Notwithstanding any law to the contrary, an attorney performing services for the estate at the instance of the personal representative, . . . shall have such compensation therefor out of the estate as shall be just and reasonable. This section shall apply to all probate proceedings." (emphasis added)); see also Minn. Stat. § 525.515(b) (setting forth factors to be considered in determining whether attorneys' fees are fair and reasonable).<sup>3</sup> Bremer Trust has shown that Stinson's fees are just and reasonable, and the Fee Objections have failed to rebut this showing. *See* Attorney Fee Aff. of Laura E. Halferty in Support of Request to Approve Payment of Special Administrator's and Attorneys' Fees and Costs Through January 31, 2017, dated February 14, 2017 at 2-4, ¶¶ 6, 8

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<sup>3</sup> This statutory provision refers to a "personal representative," but also applies to a special administrator, as the Fee Objections recognize. *See* Minn. Stat. § 524.3-617; Fee Objections at 4 (citing Minn. Stat. § 524.3-617) ("It is well established that Bremer, as special administrator, had powers similar to a personal representative.").

(addressing the factors in Minn. Stat. § 525.515(b) and summarizing the work of Bremer Trust and its attorneys in January 2017).

Nor does the belief asserted in the Fee Objections that “Stinson would modify its billing practices to ensure the work was clearly for the benefit of the Estate” in any way support the argument that Stinson’s fees through January 31, 2017 should not be approved by the Court. *See* Fee Objections at 4. Bremer Trust has previously sought and been granted Court approval for its attorneys’ fees. *See* Order Approving Fees and Costs and Expenses dated Oct. 28, 2016 (approving Stinson’s fees through June 30, 2016); Order Approving Fees and Costs and Expenses dated Nov. 3, 2016 (approving Stinson’s fees through September 30, 2016); Second Order Relating to the Transition from Special Administrator to Personal Representative dated Jan. 30, 2017 at 2, ¶ 2 (preliminarily approving Stinson’s fees through December 31, 2016). At no point in this Estate administration—whether in the Court orders approving Bremer Trust’s attorneys’ fees or elsewhere—did the Court direct or even suggest that Stinson should modify its billing and invoicing in any way.<sup>4</sup> Accordingly, Stinson continued its legal work for Bremer Trust on behalf of the Estate and maintained its billing and invoicing procedures.

## **II. Stinson Leonard Street’s Fees and Costs for Its Work on This Extraordinarily Complex Estate in January Were Reasonable**

In accordance with the Court’s directives, Bremer Trust submitted an Attorney Fee Affidavit with unredacted copies of itemized billing statements. *See* Order Approving Fees and Costs and Expenses dated Oct. 28, 2016 at 6-10 (setting forth procedures for seeking approval for attorney fees going forward); Laura E. Halferty Attorney Fee Aff. in Support of Request to Approve Payment of Special Administrator’s and Attorneys’ Fees and Costs Through January

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<sup>4</sup> Instead, the Court set forth procedures for seeking approval for additional fees, which the Special Administrator followed. *See* Order Approving Fees and Costs and Expenses dated Oct. 28, 2016 at 6-10.

31, 2017, dated February 14, 2017.

In addition, Bremer Trust's Attorney Fee Affidavit summarized the work of Bremer Trust and its attorneys in January 2017. *Id.* at 3-4, ¶ 8. As this affidavit indicated, the work of the Special Administrator and its attorneys continued to encompass multiple areas during the month of January, including the following:

- **Finalization and Implementation of Court-Approved Entertainment Deals:** The Special Administrator negotiated, finalized, and closed the [REDACTED] deal approved by the Court. In addition, the Special Administrator continued to work closely with its entertainment partners to fulfill the terms of the Court-approved entertainment deals in numerous respects, including providing the necessary deliverables and approvals to maximize the values of the intellectual property.
- **Estate Administration:** The Special Administrator and its attorneys continued to work on completing a full inventory of Estate assets, accountings of the Estate and its businesses, and valuations and appraisals of those assets. The Special Administrator and its attorneys also continued work on estate tax matters, including finalizing and submitting the filings due on January 23, 2017 ([REDACTED]).
- **Disputes in This Probate Matter:** The Special Administrator and its attorneys continued to address multiple court matters including motion practice with respect to the Special Administrator's petition for discharge and accounting [REDACTED].
- **Transition:** The Special Administrator worked diligently to meet and communicate with the anticipated and now appointed personal representative - i.e., Comerica Bank & Trust N.A.
- **Paisley Park Museum:** The Special Administrator and its attorneys continued work on the operations of the Paisley Park museum, including licensing and merchandising issues.
- **Entertainment and Licensing:** The Special Administrator and its attorneys continued to review and respond to synchronization, mechanical, and master use license requests, as well as merchandising approvals. The Special Administrator and its attorneys also continued transitioning this work to the Estate's new entertainment partners.
- **Intellectual Property Protection and Enforcement:** The Special Administrator and its attorneys continued to protect and enforce intellectual property rights owned and controlled by the Estate, including notice-and-takedown work and ongoing trademark prosecution. The Special Administrator continued to work on transitioning these efforts to its new entertainment partners.

- **Real Estate:** The Special Administrator and its attorneys continued to address real estate issues.
- **Litigation and Claims:** The Special Administrator and its attorneys continued to represent the Estate in litigation involving Mr. Nelson and his business entities and to address claims against the Estate after Mr. Nelson's death.

*Id.*

In short, January 2017 was a very busy month, and Bremer Trust and its attorneys worked tirelessly on behalf of this Estate. Some of the biggest efforts in January included finalizing [REDACTED] agreement, preparing the preliminary accounting and inventory by the Special Administrator before transition to the Personal Representative, filing a [REDACTED], handling multiple discrete entertainment matters, settled the dispute with [REDACTED], and addressing multiple litigated disputes in Court— by the Special Administrator's count, there were approximately 200 court filings in this one month alone.

### **III. Stinson Leonard Street's Fees and Costs for Its Work on the Transition of This Extraordinarily Complex Estate Were Reasonable.**

The Fee Objections complain about the cost of transitioning the Estate administration from Bremer Trust to Comerica, but fundamentally mischaracterize this work as simply "transferring the Estate file to the Personal Representative." Fee Objections at 5. Stinson did not simply transfer a file of legal documents to another law firm as the Fee Objections suggest.

The large number of documents in Stinson's legal files included e-mails (internal Stinson e-mails, e-mails with Bremer Trust, and e-mails with a variety of other parties and non-parties), other electronic documents, and paper documents. [REDACTED]

[REDACTED]

[REDACTED]

████████████████████

Moreover, the transition work involved much more than the transfer of electronic and physical documents and objects—although even such work alone is complex and costly. The transition work encompassed the transfer of information and legal analysis and strategy to Fredrikson in numerous substantive legal areas, through both written materials drafted specifically for this purpose and multiple in-person meetings with Fredrikson and Comerica, including meetings at Paisley Park. Stinson’s Legal Project Management team assisted with the transition work and did so at much lower rates than attorney billing rates. Thus, the four time entries for LPM staff that the Fee Objections call out, rather than demonstrating unnecessary cost, demonstrate Stinson’s efficiency in staffing. *See* Fee Objections at 5.

Finally, the Fee Objections wrongly suggest that transition costs resulted because of Bremer Trust’s “intent to resign.” Fee Objections at 6. Early last fall, Bremer Trust informed the Court that Bremer Trust would not be requesting an extension of its appointment as Special Administrator or seeking an appointment as the Personal Representative for the Estate, but Bremer Trust also expressed its commitment to completing its current appointment and ultimately agreed to multiple extensions of its appointment and served as Special Administrator until another entity was ready to undertake the administration of this complicated Estate—which ended up not being until January 31, 2017. *See* Order Extending Appointment of Special Administrator dated Oct. 25, 2017 (extending Bremer Trust’s appointment to January 2, 2017); Order Extending Appointment of Special Administrator dated Dec. 29, 2016 (extending Bremer Trust’s appointment from January 2, 2017 to January 12, 2017); Second Order Extending Appointment of Special Administrator dated Jan. 12, 2017 (extending Bremer Trust’s appointment from January 12, 2017 to January 31, 2017).

Fundamentally, despite the present Fee Objections, the potential heirs recognize that the costs of carefully transitioning this complex matter were necessary and beneficial to the administration of this Estate. The potential heirs and their attorneys spent many hours interviewing at least 12 prospective replacement trust companies—and they have submitted the legal fees and costs for these interviews to the Court for reimbursement as expenses that benefitted the Estate, along with other fees and costs.<sup>5</sup>

**IV. Stinson Leonard Street’s Minimal Fees for Reviewing Privileged Documents *Before* a Common Interest Agreement Was Reached with Comerica and Approved by the Court Were Reasonable.**

The Fee Objections argue that Stinson Leonard Street should not be paid for time spent “reviewing ‘privileged’ documents for production to the Personal Representative” because “the

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<sup>5</sup> Motion to Approve Payment of Non-Entertainment Attorney’s Fees and Expenses dated Dec. 12, 2016 (requesting \$263,916.50 for work on behalf of Tyka Nelson); Motion to Approve Payment of Attorney’s Fees and Expenses dated Dec. 12, 2016 (requesting \$387,382.39 for work on behalf of Tyka Nelson); Mem. of Law for the Approval of Payment of Attorneys’ Fees and Costs dated Dec. 20, 2016 (requesting \$334,616.65 for work on behalf of Sharon Nelson, Norrine Nelson and John Nelson); Motion for Approval of Payment from the Estate for Services that Benefitted the Estate as a Whole dated Dec. 27, 2016 (requesting \$230,647.11 for work on behalf of Tyka Nelson); Omarr Baker’s Motion to Approve Payment of Attorneys’ Fees dated February 9, 2017 (requesting \$497,656.24 for work on behalf of Omarr Baker); (Mem. in Support of Motion to Approve Payment of Entertainment Attorneys’ Fees for Period April 23, 2016 through Jan. 31, 2017 dated Mar. 3, 2017 (requesting \$314,948.00 for work on behalf of Alfred Jackson); Memorandum in Support of Motion to Approve Payment of Attorneys’ Fees and Expenses for Period of November 16 2016 through January 31, 2017 dated Mar. 3, 2017 (requesting \$415,377.00 for work on behalf of Tyka Nelson); Omarr Baker’s Motion to Approve Payment of Attorneys’ Fees through Jan. 31, 2017 dated Mar. 3, 2017 (requesting \$370,105.61 for work on behalf of Omarr Baker); Motion to Approve Payment of Attorney’s Fees and Expenses for Period Nov. 16, 2016 Through Jan. 31, 2017) (requesting \$415,945.00 for work on behalf of Tyka Nelson); Mem. Of Law In Support of Frank Wheaton and Justin Bruntjen's Motion for Approval of Payment from the Estate for Services that Benefitted the Estate as a Whole dated March 2, 2017 for period through January 31, 2017 (requesting \$1,287,057.50 for work on behalf of Alfred Jackson) (all motions collectively requesting in excess of \$4 million for work on behalf of potential heirs for, among other things, interviewing prospective replacement trust companies). These requests are pending before the Court.

parties signed a Common Interest and Information Sharing Agreement.” Fee Objections at 6. Given the timing of events in January, this argument is illogical and should be rejected.

As an initial matter, many of the time entries included in Exhibit B to the Affidavit of Tom Kane do not reflect any review of privileged documents in the first place. For example, a time entry for an attorney on January 6, 2017, references “action item memoranda and similar deliverables to the new Special Administrator’s counsel.”<sup>6</sup> Ex. B at 1. Other time entries that do reflect some review of privileged documents also reflect numerous other tasks.<sup>7</sup> For example, a time entry for an attorney on January 3, 2017 reflected document review as well as an evaluation of the “best way to transition pending estate tax return work and structure.” Ex. B at 1. (In fact, Bremer Trust and Stinson finalized and submitted the tax filings due on January 23, 2017, because Comerica determined it was preferable for Bremer Trust and Stinson to do so.)

Moreover, the small number of time entries that do reflect some review of privileged documents all occur before January 12, 2017, and there are no time entries reflecting any review of privileged documents after January 12, 2017. *See generally* Ex. B. This makes perfect sense. On January 12, 2017, the Court held a hearing on multiple requests, including motions for appointment of a personal representative. *See, e.g.*, Second Order Extending Appointment of Special Administrator dated Jan. 12, 2017 (“The above entitled matter came on before the Court on January 12, 2017, upon the Special Administrator’s motion for discharge and approval of its Inventory and Intermediate Accounting, and the parties motions for appointment of a personal representative.”). Until the January 12 hearing, it was not clear whether Bremer Trust’s

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<sup>6</sup> At this time, it was unclear when there would be another special administrator or a new personal representative and when such an entity would assume responsibility for the administration of the Estate.

<sup>7</sup> The Fee Objections include an “allocation” of hours and fees where a time entry involved multiple tasks, but this is obviously nothing more than a guess.

appointment as Special Administrator would be extended again and, if it was extended, until when it would be extended.

Further, as was discussed during the January 12 hearing, Bremer Trust and Comerica were discussing the terms of a possible common interest agreement that would protect and preserve privilege, *but they had not reached such an agreement by that hearing. See* Jan. 12, 2017, Transcript of Proceedings at 49-50, 153-63. Nor had such an agreement been approved by the Court. After the January 12 hearing, Bremer Trust and Comerica reached agreement on the terms of a common interest agreement and submitted the agreement to the Court for approval, and the Court approved the proposed agreement on January 20, 2017. *See* Order for Transition from Special Administrator to Personal Representative dated Jan. 19, 2017 at 4, ¶ 9 (“The Court approves the Common Interest Agreement proposed by Bremer Trust and Comerica, attached as Exhibit A to this Order, which allows them to share otherwise privileged or confidential information without waiving those protections.”).

As the Court recognized in its Order approving the Common Interest Agreement that was reached, Bremer Trust could not have shared work-product or privileged communications with Comerica unless the two parties entered into a common interest agreement:

Bremer Trust cannot share work product from its counsel or attorney-client privileged communications with Comerica, which is necessary for the orderly transition of the Estate, unless the parties agree that they do not have any conflicts and have a common interest and those two entities execute a Common Interest Agreement.

Order for Transition from Special Administrator to Personal Representative dated Jan. 20, 2017 at 3, ¶ 8. Thus, because Bremer Trust did not know when its appointment would ultimately end, and because Bremer Trust did not know whether or when it would reach a Common Interest Agreement with its successor, Bremer Trust had planned ahead and its attorneys reviewed

documents to be shared with its successor for privilege. This was quite reasonable given the circumstances and the uncertainty.

**V. The Fees of Stinson Leonard Street Attorney Traci Bransford Were Reasonable.**

Once again, the Fees Objections single out one attorney from Stinson Leonard Street's team and contend that her work alone for the Estate is not worth compensation. Fee Objections at 7.<sup>8</sup> Unfortunately, the present Fee Objections, like prior objections to paying Stinson for its work on this Estate as counsel for the Special Administrator, marginalize Ms. Bransford's role, suggest Ms. Bransford was inappropriately "involved in all aspects of Stinson's work for the Estate," and even go so far as to imply that Ms. Bransford may have billed hours she did not work. *See id.* The Fee Objections' personal and professional attacks on Ms. Bransford's work and ethics are both baseless and malicious.

The Objections wrongly assert that Ms. Bransford's work on this Estate has been done "with no legitimate explanation provided." Objections at 7. As the Court and potential heirs are fully aware, Ms. Bransford led Stinson's legal team working on this Estate along with Ms. Halferty from the beginning. Ms. Bransford has been introduced to potential heirs and their attorneys as co-lead counsel on numerous occasions since Bremer Trust was appointed to serve as Special Administrator and chose Stinson as its counsel. Ms. Bransford's role as co-lead counsel has also been reflected in Bremer Trust's prior submissions to the Court for approval for Stinson's fees.

In addition to serving as co-lead counsel, Ms. Bransford was the entertainment lawyer for this Estate, and this Estate was all about Entertainment.<sup>9</sup> As demonstrated in prior filings, Ms.

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<sup>8</sup> There is no evidence of any purported "careful review" of Ms. Bransford's time entries in the Fee Objections.

<sup>9</sup> Multiple issues in this Estate all stemmed from its entertainment related assets, whether

Bransford has an expertise that no other attorney involved in this Estate has because she served as Mr. Nelson's general counsel during an extremely prolific time of his career. *See* Bremer Trust's Reply Mem. in Support of Motion to Approve Payments dated September 29, 2016 at 21-27 (refuting prior objections attacks on Ms. Bransford's experience and expertise). Accordingly, because of Ms. Bransford's roles as co-lead counsel and as entertainment counsel for the Estate, Ms. Bransford was involved in most aspects of the Estate.<sup>10</sup>

Finally, the fact that Ms. Bransford served as entertainment counsel for this Estate and was extremely busy during January 2017 is no coincidence. In January, Ms. Bransford completed the negotiation and finalization of the [REDACTED] agreement on behalf of the Estate, in conjunction with Cate Heaven Young.<sup>11</sup> Ms. Bransford also spearheaded the transition of all entertainment matters, both with Comerica and third parties contracting with the Estate. When the Estate's entertainment partners and other third-parties learned that Bremer Trust's service as Special Administrator was concluding, they requested expedited information, deliverables, licensing, and agreements. As a result, there were a flurry of entertainment issues during the last weeks of Bremer Trust's appointment as Special Administrator. These issues included managing relationships with major entertainment partners, addressing the deliverables requested by [REDACTED]

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intellectual property issues, real property issues, or contractual rights and obligations.

<sup>10</sup> The Fee Objections complain about Ms. Bransford's active involvement on the one hand, but then fault her on the other because of something she did not handle—argument before the Court. *See* Fee Objections at 7 (asserting that “Ms. Bransford never appeared before the Court as lead counsel for Bremer”). This is yet another unfounded criticism. Courtroom argument was simply not Ms. Bransford's role, just as it was not the role of many other attorneys who worked on this matter for Bremer Trust and were not trust-and-estate attorneys or litigators.

<sup>11</sup> Ms. Bransford and Ms. Heaven Young did not duplicate work. Ms. Bransford's work on the agreement focused on entertainment aspects whereas Ms. Heaven Young's work on the agreement focused on business aspects, as well as the protocol for involvement of counsel for potential heirs in accordance with the Court's Order Establishing Protocol for Finalizing Court-Approved Entertainment Agreements dated November 23, 2016.

Edition, and negotiating numerous licensing requests related to [REDACTED]. Ms. Bransford worked around the clock to address all of these issues. Ms. Bransford's work was performed, was reasonable, and should be compensated—just like the work of the rest of the Stinson team.

**VI. The Legal Work and Fees Sought by Attorneys for Potential Heirs Does Not Show That Stinson Leonard Street's Fees Were Not Reasonable.**

Finally, the Fee Objection's argument that Stinson's fees are "clearly excessive" because of the supposed "substantial work counsel for the Non-Excluded Heirs has done to benefit the Estate" should be rejected.<sup>12</sup> *See* Objections at 7-8.

As the Special Administrator explained in a prior filing, some of the work by attorneys for potential heirs may have benefitted this Estate, but some of their work clearly did not do so.<sup>13</sup> *See* The Special Administrator's Response to Three Law Firms' Motions for Payment of Attorneys' Fees dated January 6, 2017 (pointing out that some efforts, like lobbying for the PRINCE Act and interviewing trust companies, likely benefitted the Estate, but that other efforts, like resisting entertainment agreements, plainly did not benefit the Estate). For example, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] The Court rejected the argument,

<sup>12</sup> The Objections' reference to "stepping in to correct Stinson's mistakes" lacks any citation (Objections at 8), and Stinson is not aware of any basis to support it.

<sup>13</sup> It is obvious that the nearly constant motion practice by potential heirs based on objections and disagreement with actions taken by the Special Administrator to act in the best interests of the Estate—such as entering into entertainment agreements—resulted in much greater cost to the Estate.

████████████████████ but there can be no question that efforts to delay ██████████████████████  
did not benefit the Estate.

In short, to assess the reasonableness of Stinson's fees by comparison to the fees submitted by attorneys for potential heirs is a logical fallacy. Attorneys for potential heirs are charged with representing the individual interests of their clients, whereas attorneys for the Special Administrator were responsible for representing the interests of the Estate.

### **Conclusion**

For the reasons set forth above and in prior submissions in accordance with the Court's October 28, 2016 Order, Bremer Trust requests that Stinson Leonard Street's fees and costs through January 31, 2017 be approved by the Court.

Dated: March 17, 2017

s/ Laura E. Halferty

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