

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

FIRST JUDICIAL DISTRICT

PROBATE DIVISION

In Re:

Estate of Prince Rogers Nelson,

Case Type: Special Administration

Court File No.: 10-PR-16-46

Judge: Kevin W. Eide

Deceased.

**Memorandum of Law in Response
to SNJ's Supplemental Memorandum**

TO: The Court, the Honorable Kevin W. Eide, and to the parties by their attorneys of record.

Introduction and Factual Basis

In response to the Notice of Application for an Attorney Lien, Hansen Dordell's former clients Sharon, Norrine, and John Nelson ("SNJ") have submitted a supplemental memorandum objecting to the attorneys' fees of their former counsel, including Hansen Dordell. (Feb. 18, 2019 SNJ Supplemental Memorandum.) This supplemental memorandum raises three issues: (1) Whether Hansen Dordell's Application should be denied or reduced because the work done benefitted the Estate, (2) Whether Hansen Dordell's Application should be denied or reduced because of Hansen Dordell's refusal to file a petition to remove Comerica, and (3) Whether Hansen Dordell's Application should be denied or reduced due to lack of specificity in the filings submitted to the Court. (SNJ Memo, 7-8.) None of the stated reasons give this Court good cause to deny or reduce the amount of an Attorney Lien in this case.

Argument

The first argument made by SNJ is that Hansen Dordell's Attorney Lien should be reduced by any amounts claimed for work done which benefitted the Estate. (SNJ Memo, 7.) While SNJ are certainly correct that they can apply for the payment of attorneys' fees which benefitted the Estate, this does not remove the clients' obligation to pay their attorneys' fees until those fees are actually paid—by the Estate or otherwise. If SNJ bring a motion to have Hansen Dordell's fees paid by the Estate, and those fees are actually paid, this would of course reduce SNJ's obligation to their attorneys and the amount of any attorney lien. SNJ are free to bring such a motion. Until that time, however, they are obligated to pay the fees they contracted to pay.

Secondly, SNJ argue that Hansen Dordell “failed to take adverse action against the Personal Representative for [its] improper actions against SNJ and the Estate.” (SNJ Memo, 7.) As an example, SNJ cite Hansen Dordell's “refus[al] to support Sharon Nelson in seeking to remove or limit Comerica's actions” and refusal to litigate Comerica's decisions which SNJ felt were “arguably incompetent and certainly questionable.” (*Id.* at 7–8.) It is undeniably true that Hansen Dordell did not bring a petition to remove Comerica, and that SNJ hired separate counsel to bring this petition and prosecute it. (*See* Oct. 27, 2018 Notice of Association of Skolnick & Joyce as counsel for SNJ; Oct. 27, 2018 Petition to Permanently Remove Comerica as Personal Representative; Oct. 30, 2018 Skolnick & Joyce Letter to Court.) This Court, reviewing the petition SNJ allege Hansen Dordell refused to pursue, made findings that “[t]his Petition has been brought before the Court to further [SNJ's] agenda and not in the best interest of the Estate. The result has been a needless increase in the cost of this proceeding.” (Dec. 18, 2017 Findings of Fact, Conclusions of Law, and Order on Petition to Remove Comerica, ¶ 65.) This Court not only denied the Petition, but it “reserve[d] the right to award attorneys fees in favor of the Estate and against

[SNJ].” (*Id.*, Order at ¶ 4.) The allegation is that Hansen Dordell should have done *more* work for SNJ, and that because Hansen Dordell did not do more work, it should be allowed less in attorneys’ fees. This allegation by SNJ should not be used to deny or reduce the attorneys’ fees requested.

Finally, SNJ allege that there is a “lack of specificity and filings” in Hansen Dordell’s claim for attorneys’ fees. SNJ never argued at the hearing (and does not allege in their unverified memorandum) that they failed to receive monthly invoices from Hansen Dordell. Unlike an application for payment from the Estate, an application for a lien for attorneys’ fees does not require this Court to go line-by-line through the attorneys’ invoices to determine the amount of the lien or to determine whether the amounts incurred benefitted the Estate. This Court merely needs to determine that SNJ agreed to pay Hansen Dordell’s attorneys’ fees, that those fees have not been paid, and that Hansen Dordell should have a lien in this case in the amount of the fees SNJ agreed to pay. The value of the services provided is determined by the parties in their retainer agreement. *Thomas A. Foster & Associates, LTD v. Paulson*, 699 N.W.2d 1, 6 (Minn. Ct. App. 2005). Further, SNJ correctly states that Hansen Dordell did not submit a brief in support of the attorneys’ fees lien application. The matter was already ably briefed by Lommen Abdo, which has an identical interest and identical arguments for an attorney lien. It does not promote the interests of judicial economy—especially in a case where the filings are already quite numerous—for each claimant to file substantively identical briefs on identical issues. Hansen Dordell joins, but does not duplicate, the brief submitted by Lommen Abdo on this issue as it addresses the propriety of an attorney lien.

Conclusion

For these reasons, this Court should grant Hansen Dordell’s application establishing an attorney lien.

Respectfully submitted,

Dated: February 25, 2019

HANSEN, DORDELL, BRADT, ODLAUG &
BRADT, P.L.L.P.

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