

I declare under penalty of perjury that everything in this affidavit is true and correct.

Signed in this State of Minnesota,
County of Ramsey

Dated: September 16, 2020

s/ Michael Kemp
MICHAEL KEMP

Hansen, Dordell, Bradt, Odlaug & Bradt,
PLLP,

Claimant,

and

**FINAL AWARD AND
JUDGMENT**

Sharon Nelson, Norrine Nelson, and John
Nelson,

Respondents.

WHEREAS, the parties to this dispute over attorneys' fees agreed to resolve it by private, binding arbitration governed by the Arbitration Agreement signed by all parties; and

WHEREAS, thereafter the parties agreed that the arbitration would be conducted before the undersigned arbitrator, Joseph T. Dixon, Jr., and all parties signed the Supplemental Arbitration Agreement so stating; and

WHEREAS, the hearing in this arbitration was scheduled for September 8, 2020; and

WHEREAS, following discovery and some pre-trial submissions, the parties negotiated a resolution of all their disputes and reduced their agreement to writing in a Stipulation for Settlement and Entry of Judgment ("Stipulation for Settlement") which is attached hereto as Exhibit A; and

WHEREAS, the Stipulation for Settlement was signed by all parties and endorsed by counsel for the parties; and

WHEREAS, the arbitrator finds the Stipulation for Settlement fair, reasonable and appropriate in all respects;

NOW, THEREFORE, it is hereby ordered:

1. The Stipulation for Settlement signed by the parties on September 5, 2020, and attached hereto as Exhibit A, is hereby adopted and incorporated as the Final Award in this proceeding; and

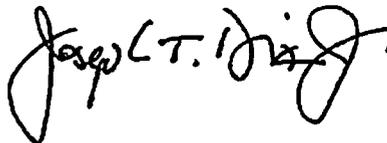
EXHIBIT

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2. Judgment thereon should be entered forthwith in accordance with the provisions of the Stipulation for Settlement.

For Arbitrator:

HENSON & EFRON, P.A.



Dated: September 8, 2020

By _____

Joseph T. Dixon, Jr.
220 S. Sixth Street, Suite 1800
Minneapolis, MN 55402
612-339-2500
jdixon@hensonefron.com

Hansen, Dordell, Bradt, Odlaug & Bradt,
PLLP,

Claimant,

and

**STIPULATION FOR SETTLEMENT
AND ENTRY OF JUDGMENT**

Sharon Nelson, Norrine Nelson, and John
Nelson,

Respondents.

In this private arbitration, the parties agree, and submit to Arbitrator Joseph Dixon, the following Stipulation for Settlement and Entry of Judgment for his review and approval.

I. Recitals

1. WHEREAS Claimant has brought a claim for attorney's fees against Respondents, and Respondents have disputed the amounts owed; and

2. WHEREAS the parties have agreed to submit the claim for attorney's fees to binding arbitration, at set forth in the Arbitration Agreement signed by all parties; and

3. WHEREAS the parties agreed that a determination of the arbitrator would be binding on all parties, including their members, heirs, successors, assigns, agents, creditors, or employees, and the parties agreed that judgment may be properly entered against Respondents, jointly and severally, on any award, and the parties further clarify that they did not intend that any judgment or award be entered against Respondent's agents (including specifically L. Londell McMillan and Charles Spicer) solely on the basis of their agency relationship with Respondents; and

4. WHEREAS parties further agreed that any award to Claimant would be

enforceable against Respondents in any court of competent jurisdiction, but agreed that, as a condition precedent for enforcement of a judgment, the award must first be presented to the Minnesota court in case no. 10-PR-16-46 as a lien against Respondents' interest in that Estate, and agreed that judgment should be entered on that lien. Claimant further agreed not to engage in collection methods other than by enforcement of the attorney lien contemplated by this paragraph against any Respondent unless that Respondent's interest in the Estate was extinguished, impaired, or fully paid and any part of the award remains unpaid; and

5. WHEREAS the parties agreed that any award determined by the arbitrator shall be accepted by the Court in 10-PR-16-46 without further notice to the parties, conditions, or hearing; and

6. WHEREAS the parties further agreed that if any action or collection efforts to enforce the award of the arbitrator or the terms of this Agreement are necessary, the parties agree that the prevailing party shall be entitled to recover its attorney's fees and costs for such action or collection efforts. The parties specifically agreed that "attorney's fees and costs" as it relates to Claimant includes the reasonable value of services of the fees of its own attorneys, as well as their reasonable costs; and

7. WHEREAS the parties now desire to resolve this matter by stipulation and settlement, to avoid further cost and to resolve uncertain claims and defenses, and that the arbitrator should enter judgment as agreed by the parties below, the parties therefore make the following:

II. Material Representations

8. The parties agree that each has been represented by competent counsel and/or

advisors, have consulted with the same during the course of negotiations, and have had full and fair opportunity to review and understand the terms of this Stipulation.

9. Each party is competent and has full authority to enter this Stipulation and desires to do the same.

10. Claimant and Respondents have each deposited \$5,000 with the arbitrator, and desire to resolve this claim without further expense.

III. Stipulation for Settlement and Entry of Judgment

11. In consideration of the savings of time and expenses, and the certainty of resolution of contested claims and defenses, which each party expressly recognizes as sufficient consideration in support of their agreements under this Stipulation, the parties wish to resolve the claims and defenses on the following terms:

- a. The arbitrator will adjudicate the claim without further hearing or submission and will enter an award in favor of Claimant and against Respondents, jointly and severally, in the amount of \$216,902.37, in any reasonable form consistent with this Stipulation and Minn. Stat. ch. 572B.
- b. This award may be entered as a judgment in any court of competent jurisdiction without further notice or hearing, but will first be submitted to the District Court of Carver County, Minnesota, with the request to confirm an attorney's lien and enter judgment on that lien in favor of Claimant.
- c. Claimant agrees not to engage in collection methods other than by enforcement of the attorney's lien contemplated by this paragraph against any Respondent unless that Respondent's interest in the Estate is extinguished, impaired (by

transfer, sale, or otherwise), or fully paid and any part of the award remains unpaid.

- d. The parties agree that each Claimant and Respondents (collectively) will be responsible for one-half of the arbitrator's fees up to five thousand dollars per side. If the arbitrator's fees exceed ten thousand dollars (reflecting the deposit demanded by the arbitrator), Claimant will be solely responsible for the next \$1,902.37; any fees above \$11,902.37 will be borne equally by Claimant and Respondents (collectively).

12. The parties agree that this Stipulation is intended to replace a hearing on the issues in this arbitration, as well as any claims or causes of action the parties may have litigated in any lawsuit. For this reason, the parties agree that this Stipulation contains a broad waiver of all rights each and every Respondent, and Claimant, may have against each other.

13. The parties waive, release, and forever hold harmless each and every other party to this Stipulation, on behalf of themselves, their members, heirs, successors, assigns, agents, creditors, employees, including successors as that term is broadly construed to Respondents' interest in the Estate, from any and all claims, causes of action, debts, liabilities, allegations of misconduct (collectively, "Claims"), including but not limited to Claims against the members, heirs, successors, assigns, agents, creditors, employees or former employees, including successors as that term is broadly construed to Respondents' interest in the Estate, of each and every other party.

IV. Miscellaneous Provisions

14. Interpretation and Enforcement. This Stipulation will be broadly construed to

accomplish the purpose set forth in Section I of the Arbitration Agreement, and will be interpreted under the laws of the State of Minnesota. If any action is commenced to enforce this Stipulation, such action will be commenced in the state courts for the State of Minnesota, and every party agrees that jurisdiction and venue are proper in Minnesota and only in Minnesota.

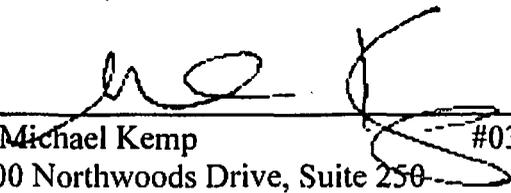
15. If any action or collection efforts to enforce the award of the arbitrator or the terms of this Stipulation are necessary for reason of breach of this Stipulation or fault of one or more of the parties to this Stipulation, the prevailing party shall be entitled to recover its attorney's fees and costs for such action or collection efforts. Administrative or filing fees necessary to file or docket the judgment or request confirmation of the award and judgment on the lien are specifically excluded from fees envisioned by this paragraph. The parties specifically agreed that "attorney's fees and costs" as it relates to Claimant includes the reasonable value of services of the fees of its own attorneys, as well as their reasonable costs.

Signature Page
Valid if Signed in Counterparts

For Claimant:

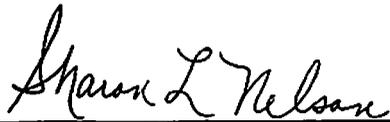
Dated: 05 Sep. 2020

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

By 
Michael Kemp #0390426
3900 Northwoods Drive, Suite 250
St. Paul, MN 55112-6973
651-332-8734
mkemp@hansendordell.com

For Respondents:

Dated: 9/5/2020

Sharon Nelson 

Dated: 9/5/2020

Norrine Nelson 

Dated: 9/5/2020

John Nelson 