

Through my Motion, I am not seeking reimbursement from the Estate for services that arguably benefitted Jackson individually— but rather, for services that benefitted the Estate as a whole.

4. Beginning immediately upon being retained I assisted Mr. Wheaton in the organization of a proposal for an Official Prince Nelson Tribute Concert. In preparing this proposal I traveled to Los Angeles multiple times to meet with Producers, consultants, performers, sponsors and possible investors relating to the tribute. [REDACTED]

[REDACTED] other city officials, and possible investors regarding organizing a Tribute in Minneapolis. I also spent countless hours hosting meetings and telephone conferences with possible sponsors, consultants, and promoters that had experience in putting together concerts. Although our Tribute Proposal was ultimately rejected in favor of a different one, our proposals existence created leverage and negotiating power for the Special Administrator to ultimately accept the other proposal with a [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

5. On August 30, 2016, the Court issued an “Order Adopting Modified Protocol for Business Agreements” (the “August 30 Order”). The August 30 Order required the Special Administrator to provide a copy of any proposed “Major Deal” to counsel for Omarr Baker, Alfred Jackson, John Nelson, Norrine Nelson, Sharon Nelson, and Tyka Nelson (the “Non- Excluded Heirs”). The Non-Excluded Heirs had 72 hours to provide an objection. If any party objects, the parties were to attempt to resolve the issue and, if that is not possible, then to schedule a telephone conference with the Court.

4. On August 30, 2016, the Court conducted a telephone conference with the parties regarding a [REDACTED] I participated in strategy meetings and conducted extensive research and preparation prior to this conference.

5. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

7. In September 2016, the Special Administrator and the “Non-Excluded Heirs” continued to disagree as to whether the Estate should enter into seven entertainment deals proposed by Bremer and whether representatives for the Non-Excluded Heirs should be involved in the negotiation and drafting of long-form agreements for those entertainment deals.
8. I prepared for the hearing regarding the proposed entertainment deals, participated in discussions among counsel for the Non-Excluded Heirs, assisted with preparation of briefs jointly filed on behalf of the Non-Excluded Heirs, prepared for and appeared at the hearing on September 29, 2016 at which, among other things, Counsel for the Non-Excluded Heirs asked the Court to allow them to participate in negotiation of long-form agreements.
9. By Order entered on September 30, 2016, the Court approved six of the proposed entertainment deals and authorized the Non-Excluded Heirs to appoint up to two representatives (the “Representatives”) to participate in the negotiation of long-form agreements for such entertainment deals.
10. By Order entered on October 6, 2016 (the “Order”) the Court confirmed its approval of six proposed entertainment deals and the appointment of two “Representatives” for the Non- Excluded Heirs who would be “able to offer input into the ‘long-form deals’ and assist in negotiating quid pro quo amendments to the deals. . . .” The Representatives appointed were Robert Labate of Holland & Knight and Ken Abdo of Lommen Abdo. At this time, my colleague, Frank Wheaton was also asked to participate as a representative. Mr. Wheaton continued as a representative for the heirs counsel throughout the negotiation of all the approved deals.
12. During much of the time period covered by this application, I corresponded extensively with the Representatives, counsel for Bremer, and counsel for the other Non-Excluded Heirs regarding the proposed entertainment deals.

13. No prior drafts of long-form agreements were provided to the Non-Excluded Heirs, and comments were to be provided on an expedited basis. I relied on my co-counsel and other non-excluded heirs attorneys to assist in our analysis of proposed agreements.
14. I engaged in frequent communications with counsel for the other Non-Excluded Heirs, the Representatives, the Special Administrator, and the Advisors to offer input and assist in negotiating amendments to the deals in order to provide status updates and prepare strategy.
15. From April 2016 through January 31, 2017, provided a variety of services to the Estate which significantly improved the long-form agreements and which provided greater involvement by the Non-Excluded Heirs in the negotiating process. This work included:

- [REDACTED]

17. In providing legal services sought by this Motion, I have expended [REDACTED] hours from April 26, 2016 through January 31, 2017. Due to attorney- client confidentiality redacted billing statements are publicly filed with this Motion. Attorney’s unredacted time records are being filed under seal.

18. From April 26, 2016 through January 31, 2017, I performed services that were reasonably and necessarily incurred to secure the right of the Representatives to participate in the negotiation and finalizing of six proposed entertainment deals advanced by the Special Administrator. Such services performed by Attorney for the benefit of the Estate has included but have not been limited to the following tasks performed by various attorneys: Briefings, Hearings, Meetings, Comments, Edits, and Issues regarding Entertainment Deals.

19. [REDACTED]

20. Attorney’s efforts also resulted in the October 6, 2016 Order which allowed the Non-Excluded Heirs to have input in the ongoing negotiations for the six entertainment deals advanced by the Estate. These efforts benefited the Estate by providing the collective entertainment expertise of the Representatives to assist in the negotiations, provided a spot at the table for the Non-Excluded Heirs to provide their input in the deals and ensured that long-term thinking, as opposed to a short-term desire to generate cash for taxes, will continue to guide the actions of the Special Administrator.

21. Attorney’s time is sought for reimbursement of efforts related to these hearings, briefings, and issues regarding the entertainment deals is just and reasonable and commensurate with the benefit to the Estate.

22. [REDACTED]

23. [REDACTED]

[Redacted]

A. [Redacted]

B. [Redacted]

C. [Redacted]

D. [Redacted]

E. [Redacted]

F. [Redacted]

[Redacted]

[Redacted]

[Redacted]

J. [Redacted]

25. [Redacted]

[REDACTED]

26.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

H. [REDACTED]

[REDACTED]

J. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

P. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

28. During this process I engaged in frequent conversations and email exchanges with other counsel for the other Non-Excluded Heirs, with counsel for the Special Administrator, and with the Advisors to offer comments, to assist in negotiating amendments to the deals,

and to obtain agreement on a joint strategy.

29. Attorney's efforts resulted in materially better [REDACTED] deals than the ones advanced to the Court at the September 29 hearing, and provided material benefits to the Estate.
30. In my opinion, Attorney's time sought for reimbursement for efforts related to the negotiation of the proposed Entertainment deals is just and reasonable and commensurate with the benefit to the Estate.
31. Because of the lapse in providing the final [REDACTED] and exhibits to the Non-Excluded Heirs and other issues arising during the negotiation of the [REDACTED] [REDACTED] The Non-Excluded Heirs believed that a formal protocol was required concerning the roles of the respective parties for the remaining deals proposed by the Special Administrator.
32. I participated in several conferences involving the Non-Excluded Heirs and the Special Administrator regarding a formal protocol for the remaining negotiations took place but an acceptable resolution was not reached.
33. On November 9, 2016, the Court issued its November 8, 2016 Order for Submission regarding the Protocol Motion which in part, froze the Special Administrator from entering any additional business contracts until further order of the Court.
34. Subsequently, the parties continued their meet and confer process. While the meet and confer effort brought the parties closer together, a resolution was not reached and each side submitted their proposed protocol orders to the Court. The Representatives submitted a proposed protocol order to the Court.
35. On November 23, 2016, the Court entered a protocol order regarding the negotiation of the remaining entertainment deals (the "Protocol Order").
36. As a result of the Motion and subsequent order, the Parties now have further clarity and definition regarding the negotiating process for the remaining four deals which will allow the maximum benefit for the Estate to be reached.
37. These efforts benefitted the Estate, by again confirming the role of the Representatives in

the negotiation process, and providing a level of certainty to the Non-Excluded Heirs and the Estate's partners that the best interests of the Estate were being served by the proposed deals. Petitioners now seek reimbursement from the Estate for its efforts.

- 38. Attorney's time is sought for reimbursement for efforts related to the administration of the Estate is just and reasonable and commensurate with the benefit to the Estate.
- 39. Attorney's legal fees and expenses are in the total amount of [REDACTED] for services sought by this Motion. I have reviewed the original time entries for the legal fees submitted and affirm that the work was actually performed for the benefit of the Estate, was necessary for the proper administration of the Estate, and that the fees are reasonable given (1) the time and labor required; (2) the complexity and novelty of the transactions involved; and (3) the extent of the responsibilities assumed and the results obtained. The coordination of work required knowledge over several sophisticated and complex disciplines, and the time demands required finds the pending fee request reasonable under these unique circumstances. Furthermore, my hourly rates and overall charges are fair when compared against the fees charged for comparable work for similar firms in other major metropolitan areas and other firms representing non-excluded heirs in this Estate.
- 40. Given the complexity of the litigation, the Entertainment deals the Estate is negotiating and the results achieved, [REDACTED] is a just and reasonable amount to be requested.

FURTHER YOUR AFFIANT SAYETH NOT.

Dated: March 21, 2017



 Justin Bruntjen, Esq

Subscribed and sworn to before
Me this 21 day of March, 2017



 Notary Public

