

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

FIRST JUDICIAL DISTRICT
PROBATE DIVISION

In Re:

Case Type: Special Administration

Court File No: 10-PR-16-46

Estate of Prince Rogers Nelson,

Judge: Kevin W. Eide

Decedent.

SHARON L. NELSON, NORRINE P. NELSON, AND JOHN R. NELSON
OBJECTION TO HASEN DORDELL'S PETITION TO CONFIRM ATTORNEY LIEN
AND ENTER JUDGMENT ON LIEN

Heirs Sharon L. Nelson, Norrine P. Nelson, and John R. Nelson (collectively, "SNJ") submit these objections in response to the Petition to Confirm Attorney Lien and Enter Judgment on Lien (the "Petition") Against SNJ's interest in the Estate of Prince Rogers Nelson (the "Estate") filed by Hansen, Dordell, Bradt, Odlaug, and Bradt, PLLP ("Hansen Dordell") on April 6, 2020. These objections adopt and hereby incorporate SNJ's previous objections submitted on January 17, 2019 and SNJ's supplemental objections submitted on February 15, 2019 and support the same with the following:

Hansen's Petition misrepresents this Court's April 5, 2019 Order regarding the application for attorney's liens filed by Hansen and others as if the Petition is a simple issue of approval. In the Petition, Hansen claims, "The only one of SNJ's objections to Hansen Dordell's lien which was accepted by the Court was the objection that Hansen Dordell should submit request payment from the Estate for services which may have benefitted the Estate as a whole (Petition, 3.) This Court in fact made no determination on the validity or acceptance of SNJ's objections. The April 5 Order stated in relevant part, "it is appropriate that Hansen Dordell be directed to apply to the Estate for direct payment of any attorney fees and costs benefitting the

Estate before determining the validity of their lien claim against SNJ.” (April 5, 2019 Order Re: SNJ Attorneys Liens, 6.)

This Court has not determined the validity of Hansen’s lien claim sought. There has been no evidentiary hearing or fact finding on the reasonableness of Hansen Dordell’s fees. In fact, the fees evidence unreasonable billings and extraordinary amounts of time on matters (i) that involved internal discussions among lawyers on matters the firm elected not to pursue, as requested by SNJ, and (ii) Mr. Sayers decision to remove himself as the lead counsel due to his lack of litigation experience; Mr. Sayers failed to advise SNJ early on that he was either unwilling or unable to litigate and take reasonable yet opposing actions against the Personal Representatives early on to support SNJ’s efforts to reduce spending, maximize the value of Estate, and preserve Estate assets. After expending many hours explaining details of the factual issues to Mr. Sayers, SNJ has to turn around and have to repeat, reiterate and discuss all these matters yet again to Mr. Sayers’ newly voted partner, Nathaniel Dahl, on Estate related matters related to SNJ’s claims and disputes. These repeated efforts led to excessive fees and subsequently the parting of ways between Hansen Dordell and SNJ.

Further, Hansen Dordell failed to participate in the Court appointed arbitration to evaluate the reasonableness of legal fees. As the Court is aware, attorneys claimed significant amounts of fees and filed liens for such amounts which the arbitrator Richard Solum determined to be excessive. The amounts of such sums were reduced in the arbitration. Hansen Dordell’s fees and amount of the lien should also be reduced. Accordingly, SNJ respectfully refers this Court to the objections filed on January 17, 2019 and February 15, 2019 (attached to this filing).

The amount outstanding claimed owed by Hansen previously in 2019 was \$266,108.43 (see January 9, 2019 Affidavit of Randall Sayers). After submitting to the Special Master its

claim for any attorney's fees properly payable by the Estate as a whole, Hansen received payment of \$32,225. Hansen now claims that "the current balance owed by SNJ to Claimant is \$271,099.43 (April 6, 2020 Affidavit of Michael Kemp,) an increase of \$4,991. This is improper and unreasonable.

CONCLUSION

SNJ Heirs request that this Court not validate the attorney lien submitted by Hansen Dordell. The Court should allow the parties an opportunity to reach an agreement or submit the parties to arbitration for an evidentiary hearing on the reasonableness of the fees and request for a lien, as it required the other law firms and SNJ to do previously. Should a finding of an attorney lien be granted in favor of Hansen, we ask that the Court consider the facts outlined in this and SNJ's earlier objections and reduce the liens to reasonable amounts under Minnesota law.

Dated: April 8, 2020

Sharon L. Nelson

By: /s/ Sharon L. Nelson

Norrine Nelson

By: /s/ Norrine P. Nelson

Norrine Nelson for John R. Nelson

By: /s/ John R. Nelson

STATE OF MINNESOTA

DISTRICT COURT

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FIRST JUDICIAL DISTRICT
PROBATE DIVISION

In Re:

Estate of Prince Rogers Nelson,

Decedent.

Case Type: Special Administration
Court File No: 10-PR-16-46
Judge: Kevin W. EideOBJECTIONS TO APPLICATION FOR ESTABLISHMENT OF ATTORNEY'S LIEN**Introduction**

Heirs Sharon L. Nelson, Norrine P. Nelson, and John R. Nelson (collectively, "SNJ") file this objection in response to the Applications for Determination and Establishment of Attorney's Liens and Entry of Judgment for Lien Against SNJ's interest in the Estate of Prince Rogers Nelson (the "Estate") filed by Lommen Abdo, P.A. ("Lommen Abdo"), Skolnick & Joyce, P.A. ("Skolnick & Joyce") and Hansen, Dordell, Bradt, Odlaug, and Bradt, PLLP ("Hansen Dordell") (collectively "Former Counsel"). The lien amounts sought by the Former Counsel are excessive and unreasonable when viewed in relation to the results and the work engaged in on SNJ's behalf as well as circumstances related to each firm in particular. Pursuant to the discretion granted to it under Minnesota Statute §481.13, SNJ asks that this Court reject Former Counsel's applications or, in the alternative, to reduce the lien amounts to such that are reasonable and permissible under Minnesota law.

Former Counsel, each firm individually, petitioned this Court to establish and confirm three attorney's lien against SNJ's interests in the Estate. On August 8, 2018, Lommen Abdo

filed its application for an attorney's lien in the amount of \$214,652.11 against SNJ's interest in the Estate.¹ On August 27, 2018 Skolnick & Joyce filed its application for an attorney's lien in the amount of \$180,935.12 against SNJ's interest in the Estate. On January 9, 2019 Hansen Dordell filed its application for an attorney's lien in the amount of \$264,860.68 against SNJ's interest in the Estate. The total lien amount sought by Former Counsel for unpaid fees equals \$660,447.91. Coupled with the amount previously paid by the Estate and sums paid by SNJ, these attorney's fees amount to nearly one million dollars. All three applications are set for hearing on January 23, 2019 at 8:30 a.m. before this Court.

LEGAL STANDARD

The procedure for establishing attorney's liens is set forth in Minn. Stat. §481.13.² The statute provides in relevant part:

(a) An attorney has a lien for compensation whether the agreement for compensation is expressed or implied (1) upon the cause of action from the time of the service of the summons in the action, or the commencement of the proceeding, and (2) upon the interest of the attorney's client in any money or property involved in or affected by any action or proceeding in which the attorney may have been employed, from the commencement of the action or proceeding, and, as against third parties, from the time of filing the notice of the lien claim, as provided in this section.

(b) An attorney has a lien for compensation upon a judgment, whether there is a special express or implied agreement as to compensation, or whether a lien is claimed for the reasonable value of the services. The lien extends to the amount of the judgment from the time of giving notice of the claim to the judgment debtor. The lien under this paragraph is subordinate to the rights existing between the parties to the action or proceeding.

¹ Lommen Abdo has already been paid over \$274,000 by the Estate

² In its brief, Abdo cites Minnesota Statute § 524.3-721 as support for its application for an attorney's lien. However §524.3-721 is not applicable in this instance, as the Former Counsel attorneys are not seeking attorney's fees from the Estate or as attorneys hired on behalf of the personal representative or on behalf of the Estate.

(c) A lien provided by paragraphs (a) and (b) may be established, and the amount of the lien may be determined, summarily by the court under this paragraph on the application of the lien claimant or of any person or party interested in the property subject to the lien.

Judgment shall be entered under the direction of the court, adjudging the amount due.

Minn. Stat. § 481.13

Under this statute, the Court may establish and enter judgment for a lien equal to unpaid *reasonable* attorney's fees, and the Court has the authority to determine what that amount should be.

Rule 1.5 of the Minnesota Rules of Professional Conduct sets forth the following eight factors in considering the reasonableness of an attorney's fees: (1) The time and labor required, the novelty and difficulty of the questions involved and the skills requisite to perform the legal service properly; (2) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer; (3) The fee customarily charged in the locality for similar legal services; (4) The amount involved and the results obtained; (5) The time limitations imposed by the client or by the circumstances; (6) The nature and length of the professional relationship with the client; (7) The experience, reputation, and ability of the lawyer or lawyers performing the services; and (8) Whether the fee is fixed or contingent.

ARGUMENT

The Lien Amounts Sought by Former Counsel Are Not Reasonable In Relation To the Work Performed on SNJ's Behalf

The factors set forth in the Minnesota Rules of Professional Conduct Rule 1.5 support a finding that the attorney's lien amounts sought by SNJ's Former Counsel are not reasonable and

thus this Court should either deny to establish those liens in their entirety or, in the alternative, reduce them to an the amount that this Court deems reasonable.

There are certain actions engaged in by all the Former Counsel respective to each of the attorney's lien applications. First, all of the Former Counsel except Hansen Dordell held numerous unapproved meetings with non-SNJ Estate heirs against the request and wishes of SNJ. Second, all Former Counsel engaged in and billed for non-legal work while still billing SNJ the hourly rates set for legal work. Additionally, while some of the Former Counsel possessed skills in the entertainment field, and others held expertise in the estate field, all three of the Former Counsel lacked background in both estate and entertainment matters. Furthermore, while the workload required during the representation varied depending on the various issues being addressed at any particular time, there was a steep learning curve within each firm with each change in counsel, and the size of the firms employed in relation to the workload required did not preclude any of the firms from engaging in other employment due to taking on the Prince Estate matter with SNJ. Lastly, each of the firms promised to not over-bill and understood that SNJ would receive income and only be able to fully pay once the Estate was either closed or when this Court was willing to order payment to such firm for their services and contribution to the Estate.

A. Lommen Abdo

Kenneth Abdo of Lommen Abdo was engaged by SNJ in April of 2016 to provide legal services relating to the Heirs' interests in being determined Heirs in this matter and continued in its role until November 29, 2016 (O'Neil Affidavit at ¶¶ 3, 4).³ The firm, Lommen Abdo is petitioning this Court to affirm its attorney's lien in the amount of \$214,652.11. In addition to the

³ Kenneth Abdo has since joined the entertainment practice of Fox Rothschild.

significant attorney's lien sought, the Estate previously paid Lommen Abdo over \$274,000 in legal fees. An analysis of the relevant facts applied to the eight factors from Rule 1.5 support a finding that this Court should refuse to confirm a valid lien in the amount of \$214,652.11 or, alternatively, should reduce the lien amount to one the Court deems reasonable under the Rule 1.5 factors.

As stated in its brief in support of the attorney's lien, Lommen Abdo acknowledges that the firm was engaged by SNJ specifically for the purpose of affirming SNJ's status as heirs to the Prince Estate. Although Kenneth Abdo's background was primarily in entertainment matters, SNJ agreed to retain Abdo because he claimed to SNJ to have experience in estate matters in addition to his entertainment background. It later emerged that Abdo had inadequate professional estate experience. Furthermore, the second attorney primarily engaged by SNJ with the Lommen Abdo firm, Adam Gislason (who has since moved with Abdo's new entertainment practice with Fox Rothschild LLP) also was primarily an entertainment attorney with little to no estate experience. It appears that these attorneys may have used the representation of SNJ to advance their own interests in the entertainment industry. While Lommen Abdo may have employed attorneys with the firm with substantial estate experience, the two primary attorneys on the matter, Abdo and Gislason, both lacked necessary estate law experience and SNJ had no dealing with other counsel at Lommen Abdo.

Although Kenneth Abdo and Gislason lacked estate law experience, the Prince Estate has already compensated Lommen Abdo for work done relating to his entertainment expertise and has paid the Lommen Abdo firm over \$274,000 SNJ (Abdo Affidavit Table A ,¶ 9.) Despite this, Lommen Abdo still seeks an attorney's lien in the amount of \$214,652.11, for a billed total of \$489,252.11. As Lommen Abdo has already been compensated for the entertainment expertise,

SNJ should not be required to pay over \$200,000 for estate related work for which Abdo did not have the proper experience or background. Furthermore, while there are certainly complex elements of law at issue relevant to the Prince Estate, the legal issues related to confirming SNJ were not unique or complex and were well established under Minnesota law. Despite this, the firm appears to have billed significant amounts for simple undertakings. For example, in Abdo's affidavit submitted in support of the attorney's lien application, Abdo refers to a total fee of \$8,005 in fees for transferring the case file to the successor firm upon Lommen Abdo's termination as SNJ's counsel. Abdo justifies this amount by stating, "the Nelsons expressly agreed to pay fees and costs for services to transfer the files in the Engagement Agreement." However, it is unreasonable to find that SNJ could expect the mere transfer of files to cost over \$8,000.

Upon being retained by SNJ, Abdo utilized his position and relationship with SNJ to intervene in the entertainment related affairs of the Estate, which were managed at that time by Bremer as Special Administrator. Abdo began involving himself with the Estate's Expert Advisors as well as requesting to review the Estate's potential entertainment transactions the Estate, despite this not being the purpose of his engagement which was primarily to affirm SNJ's position as heirs to the Estate. For example, Abdo lobbied for his own referral to serve as the Estate's Expert Advisors and contracted with record companies, music publishers, and others engaged with or related to the Estate not SNJ in furtherance of his own interests.

Although SNJ had no prior background or experience with Ken Abdo or the Lommen Abdo firm, over time Abdo did not heed SNJ's instructions and requests in a number of ways. Due to Abdo's entertainment experience, Abdo began to reach out and meet with the non-SNJ Heirs' counsel over the objections of SNJ. Abdo, along with counsel for Omarr Baker, was

expressly focused on seeking objections to the Estate's Expert Advisors, especially L. Londell McMillan, despite the fact that SNJ was not opposed to the Estate's retention of the Expert Advisors. Further, Abdo spent significant time objecting, against SNJ's wishes, to business decisions made by Bremer in its role as administrator of the Estate. Abdo repeatedly clashed with the Estate's Expert Advisors, including claiming, incorrectly, that the Advisor Agreement should be voided because it would allow the Expert Advisors to be paid in perpetuity. Although SNJ had no desire to terminate the Advisor Agreement, a hearing was held to review and address Abdo's claims in regards to the Advisor Agreement. After a hearing, the Court rejected the claims led by Abdo and Baker's counsel relating to the Advisor Agreement. Additionally, Abdo attempted to have the Heirs' funds moved into an attorney escrow account without SNJ's approval. Abdo worked with the promoter of the Prince Tribute Concert, Rand Levy, to arrange the transfer of the money into escrow; however, McMillan was ultimately required to step in to undo those efforts in order to have such sums paid directly to all Heirs. Finally, the retainer entered into between SNJ and Lommen Abdo required that the firm provide SNJ with monthly statements. However, contrary to Lommen Abdo's claims in its supporting materials, SNJ rarely received monthly statements and, early on, did not receive statements at all for months.

A review of the facts discussed above supports a finding that it would be unreasonable to grant Lommen Abdo an attorney's lien in the amount it is seeking. As established in Rule 1.5 of the Minnesota Rules of Professional Conduct, Factor 1 (the time and labor required, the novelty and difficulty of the questions involved and the skills requisite to perform the legal service properly, Factor 4 (the amounts involved and the results obtained) and Factor 7 (the experience, reputation, and ability of the lawyers performing the service) all weigh strongly in SNJ's favor that Lommen Abdo should not receive an additional \$214,000 for the services provided. Lommen

Abdo has already received considerable compensation for the entertainment-related legal work done by Abdo for which he had proper experience and expertise. Providing further compensation for work that provided little to no value to SNJ or the Estate and which was often done against SNJ's request would only lead to an inequitable result.

B. Hansen Dordell

Hansen Dordell was engaged by SNJ, beginning November 8, 2016, to represent their interests in the Prince Estate (O'Neil Affidavit at ¶¶ 3, 4). Hansen Dordell is currently seeking from this Court confirmation of its attorney's lien in the amount of \$264,860.68. An analysis of the relevant facts applied to the eight factors from Rule 1.5 dictates that this Court should not establish Hansen Dordell's lien in the amount of \$264,860.68. A more appropriate approach would be to allow the appropriate fee amount to be negotiated between the parties in good faith, or alternatively, that this Court reduce the lien to an amount deemed reasonable by the Court.

In substituting as counsel to SNJ in place of the Lommen Abdo firm, Hansen Dordell did possess relevant estate experience, despite its lack of experience in entertainment legal matters. The lack of entertainment experience led to Hansen Dordell's steep learning curve on certain legal matters and led to unwillingness to advocate appropriately for SNJ. During Hansen Dordell's time as counsel to SNJ, SNJ made numerous requests that the firm submit invoices to the Court for work done on behalf of the Estate. Despite these requests by SNJ, Hansen Dordell refused to submit anything to the Court. As a result, other Heirs' attorneys were compensated for work done on behalf of the Estate while Hansen Dordell was not. SNJ should not now be saddled with the full bill for any invoice entries or work done that benefitted the Estate, and which Hansen Dordell could have properly sought from the Court, had it followed the instructions and requests by SNJ.

In addition to the invoice disagreement, Hansen Dordell's attorneys were often unwilling to litigate or challenge certain actions taken by Comerica as the Personal Representative of the Estate or to file petitions limiting Comerica's ability to make future harmful decisions. Many of these decisions have adversely impacted the Estate now. In instances where Hansen Dordell would agree to submit an objection relating to Comerica's actions, they had to spend significant time learning entertainment law and often submitted as informal letters or objections rather than formal opposition papers. In one of the first entertainment transactions proposed by Comerica, SNJ's entertainment advisor, L. Londell McMillan, strongly objected to the proposed terms. Despite SNJ's support of McMillan and despite McMillan's significant entertainment expertise, Hansen Dordell initially resisted SNJ's request to object to the proposed terms. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] While Hansen Dordell's invoices for that transactions could have been submitted to the Court and paid by the Estate, Hansen Dordell again refused to submit its fees to the Court and now wrongfully seeks them from SNJ instead.

As a result of Hansen Dordell's continued refusal to take positions adverse to Comerica and the non-SNJ Heirs' counsel, SNJ were required to against substitute in counsel that would follow the requests and instructions of the clients (SNJ).

C. Skolnick & Joyce

Upon the withdrawal of Hansen Dordell as SNJ's estate counsel, on October 27, 2017, SNJ entered into a retainer agreement with Skolnick & Joyce (Skolnick Declaration ¶ 5). At that

time, SNJ also provided a retainer payment of \$25,000 (Skolnick Declaration ¶ 8). On June 29, 2018, Skolnick & Joyce claims it withdrew from representation because of non-payment of legal fees (Skolnick Declaration ¶10). Skolnick & Joyce claims that, “at no point did SNJ ever object to the amounts incurred on the invoices sent by the Firm (Skolnick Declaration ¶15).” Skolnick & Joyce is currently seeking from this Court confirmation of its attorney’s lien in the amount of \$180,952.12. An analysis of the relevant facts applied to the eight factors from Rule 1.5 dictates that this Court should not establish that Skolnick & Joyce holds a lien in the amount of \$180,935.12. A more appropriate approach would be to allow the lien amount to be negotiated between the parties in good faith, or alternatively that this Court reduce the lien to an amount it deems reasonable.

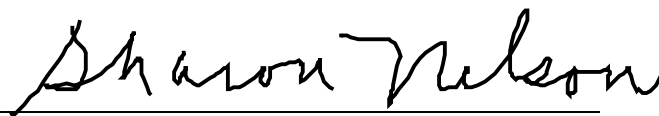
Skolnick & Joyce’s total billed amount, including the attorney’s lien amount of \$180,952.12 plus the \$25,000 already paid to the firm, totals over \$200,000. While Lommen Abdo was experienced in entertainment matters but lacked estate experience, Skolnick & Joyce were primarily litigators and did not have (prior to its representation of SNJ) experience in either the entertainment or the estate fields. Because of their lack of relevant experience, both of the Skolnick & Joyce attorneys engaged by SNJ, Sam Johnson and Bill Skolnick, faced a steep learning curve when they took over as counsel for SNJ. Sam Johnson conducted the majority of the work on behalf of SNJ. This was acceptable to SNJ, as Bill Skolnick’s hourly rate of \$500 is almost double that of Johnson’s. Although Johnson had been much more involved and possessed more knowledge of the relevant facts in the Estate proceedings, Bill Skolnick took over the lead counsel position and appeared on behalf of SNJ in certain oral arguments. Unfortunately, although he was the more senior counsel, Skolnick was not a strong advocate for SNJ when he

appeared for oral arguments largely due to the fact that Johnson performed most of the day-to-day work and was more familiar with the matter.

Furthermore, SNJ was displeased that Bill Skolnick advocated heavily for SNJ to select Judge James Gilbert when tasked with the selection of a mediator and even threatened to resign as SNJ's counsel should they not select Justice Gilbert. The time incurred by Skolnick for this matter should not be billed to SNJ. These facts and inappropriate actions, coupled with the unreasonable attorney's lien amount sought of over \$180,000 (in addition to the \$25,000 already received from SNJ) support that this Court should not establish Skolnick & Joyce's attorney's lien in that amount.

CONCLUSION

As stated above, Former Counsel seeks attorney's liens in the amount of \$660,447.91. None of the three firms are serving in their roles any longer because they acted inconsistently with regards to SNJ's requests and often did not properly represent SNJ's interests. All three firms are seeking amounts over \$170,000. Despite this, during their time as SNJ's counsel there was little success and few results obtained in SNJ's favor, and often SNJ's requests or instructions to the Former Counsel were entirely disregarded. The SNJ Heirs request that this Court not validate the Former Counsel attorneys' liens submitted by Lommen Abdo, Skolnick & Joyce or Hansen Dordell. Should a finding of an attorney's lien be granted in favor of any of these firms, we ask that the Court consider the factors and facts outlined in these objections and reduce the liens to reasonable amounts under Minnesota law.

By: 
Sharon Nelson

Dated: January 16, 2019

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

FIRST JUDICIAL DISTRICT
PROBATE DIVISION

In Re:

Case Type: Special Administration

Court File No: 10-PR-16-46

Judge: Kevin W. Eide

Estate of Prince Rogers Nelson,

Decedent.

SUPPLEMENTAL OBJECTIONS OF
SHARON L. NELSON, NORRINE P. NELSON, AND JOHN R. NELSON
TO APPLICATION FOR ESTABLISHMENT OF ATTORNEY'S LIEN

Heirs Sharon L. Nelson, Norrine P. Nelson, and John R. Nelson (collectively, "SNJ") submit these supplemental objections further to those filed on January 17, 2019, in response to the Applications for Determination and Establishment of Attorney's Liens and Entry of Judgment for Lien Against SNJ's interest in the Estate of Prince Rogers Nelson (the "Estate") filed by Lommen Abdo, P.A. ("Lommen Abdo"), Skolnick & Joyce, P.A. ("Skolnick & Joyce") and Hansen, Dordell, Bradt, Odlaug, and Bradt, PLLP ("Hansen Dordell") (collectively "Former Counsel"). These objections adopt and hereby incorporate those previous objections submitted on January 17, 2019 and supplement the same with the following:

A. Lommen Abdo

As previously set forth in SNJ's initial objections, Lommen Abdo is seeking an attorney's lien in the amount of \$214,652.11 despite having been paid substantial legal fees by the Estate for much of the same work for which it currently seeks an attorney's lien. It should also be noted that this firm was also paid for work SNJ did not retain this firm's services. In its March 21, 2017 Order, this Court reviewed Lommen Abdo's legal fees, finding that \$274,000 in fees

benefited the Estate (despite not all directed by SNJ) while declining to provide payment for \$68,021.50¹ that the Court determined did not contribute to the benefit of the Estate (December 21, 2018 Affidavit of Barry A. O’Neil at ¶ 5, Table A.) Pursuant to the discretion granted to the Court under Minnesota Statute §481.13, SNJ asks that this Court reject Lommen Abdo’s applications or, in the alternative, to reduce the lien amount to one that is reasonable and permissible under Minnesota law. Lommen Abdo seemed to freely decide what matters it wished to engage and bill SNJ, all the while not sending contemporaneous billings to justify the billings it later seeks to hold against SNJ. This is improper and unfair.

In its December 21, 2018 memorandum submitted in support of its application for an attorney’s lien, Lommen Abdo claimed that it was, “engaged by the Nelsons in April 2016 to provide legal services relating to their interests in being determined Heirs...” Per SNJ’s understanding and instructions to Lommen Abdo, Estate entertainment matters did not include these services, as such matters were the duties of the Special Administrator, while Lommen Abdo’s was retained in regards to establishing SNJ’s interests as Heirs to the Estate. Despite SNJ’s repeated instructions, Ken Abdo took on numerous entertainment-related duties and attempted to cause conflict with the Special Administrator (and its advisors) to position himself as the entertainment expert for the Estate and Heirs. Of the roughly \$214,000 amount sought for legal fees, O’Neil’s “Table A”² reflects that only \$2,231.50 is attributable to matter “43516-06/ Heirship Determination,” while many sub-matters relate specifically to entertainment transactional matters outside of Lommen Abdo’s scope of representation. In particular, the \$7,170 “outstanding balance” sought for “43516-04” was for efforts related to the Tribute

¹ The \$68,021.50 amount is reflected in the outstanding balance amounts for the matters reflected in Table A of O’Neil’s affidavit excluding the outstanding balance amounts for matters 43516 and 43516-14.

² A copy of Table A initially included in O’Neil’s Affidavit is found at the end of this section on Lommen Abdo.

Concert, which was a family tribute concert, not an Estate matter and therefore outside the scope of Lommen Abdo's representation. Furthermore, Ken Abdo was friends with the local promoter and incurred time SNJ did not request nor want. For example, Abdo and his partners spent significant time seeking to remove Mr. McMillan from the Prince Tribute when SNJ expressly advised the lawyers to not bother with Mr. McMillan who SNJ saw first-hand how he invested his own funds and called all the acts personally to make sure the Prince Tribute was a success. This Prince Tribute was one of only two matters that generated income for the Heirs and had it not been for Mr. McMillan's efforts, this would not have happened. Nonetheless, Ken Abdo and other lawyers of the Heirs kept incurring costs with their efforts against Bremer, McMillan and others against SNJ's direction. SNJ will not pay for lawyers taking action against our advice and incurring unnecessary expenses to our and the Estate's detriment.

Furthermore, the lack of honor and transparency does not justify Lommen Abdo's further payment. Lommen Abdo violated its very own retainer agreement with SNJ. SNJ maintain that because Lommen Abdo failed to provide timely invoices each month as required under the retainer agreement, SNJ were unable to track the amount of legal fees that were being generated for non-heirship determination matters or any matters. Lommen Abdo advised SNJ they would be paid by the Court on most of their time and expenses so we had no reason to question it. Lommen Abdo failed to send monthly invoices, as agreed, until either shortly before or after Lommen Abdo's representation was terminated.

In addition to the \$68,000 in billed legal fees previously declined by this Court, Lommen Abdo seeks an additional \$154,635.16 in legal fees that it never submitted to this Court for approval (O'Neil Affidavit at ¶¶ 5-9 & Table A.) This includes an excessive \$8,005 in fees for merely transferring the case file to the successor firm upon Lommen Abdo's termination as SNJ's

counsel (O’Neil Affidavit, Exhibit 3.). Further, Exhibit 2 to O’Neil’s affidavit includes billing entries for the “main client file” matter number 43516 (outstanding balance of \$146,630.61) (O’Neil Affidavit, Exhibit 2). While Lommen Abdo’s explanation of what billing entries qualified within the main client file was not unambiguous, the surest determination SNJ could reach from an analysis of Lommen Abdo’s explanations is that entries in 43516 were supposed to include entries for work done that advanced only SNJ’s interests in this matter, while the sub-files/matters relate to “time incurred representing the Nelsons in advancing their interests as heirs of the Estate, as well as providing services for the benefit of the Prince estate as a whole.” (O’Neil Affidavit at ¶ 5). A word search of the redacted invoices included in Exhibit 2 to O’Neil’s affidavit returns numerous results relating to entertainment matters outside the scope of Lommen Abdo’s representation and that should have been included in other sub-matters including, but not limited to, the family tribute concert and the Paisley Park museum. As much of the work engaged in by Lommen Abdo was engaged in against the instructions of SNJ and more importantly because Lommen Abdo has already received substantial compensation for its efforts by the Estate, the outstanding balance for the main client matter 43516 should be reduced for any entries relating to entertainment transactions or for entries that this Court would have determined were for the benefit of the Estate had they been submitted for consideration for payment by the Estate.

SNJ object to entries concerning Lommen Abdo’s treatment and positioning in regards to the Expert Advisors and the Advisor Agreement. Set forth in SNJ’s January 17, 2019 objections to the attorney’s lien applications:

Abdo began to reach out and meet with the non-SNJ Heirs’ counsel over the objections of SNJ. Abdo, along with counsel for Omarr Baker, was expressly focused on seeking objections to the Estate’s Expert Advisors, especially L. Londell McMillan, despite the fact that SNJ was not opposed to the Estate’s retention of the Expert Advisors. Further, Abdo spent significant time objecting, against SNJ’s wishes, to business decisions made by Bremer in its role as

administrator of the Estate. Abdo repeatedly clashed with the Estate's Expert Advisors, including claiming, incorrectly, that the Advisor Agreement should be voided because it would allow the Expert Advisors to be paid in perpetuity. Although SNJ had no desire to terminate the Advisor Agreement, a hearing was held to review and address Abdo's claims in regards to the Advisor Agreement. After a hearing, the Court rejected the claims led by Abdo and Baker's counsel relating to the Advisor Agreement.

Lommen Abdo's actions in regards to the Advisor Agreement and the expert entertainment Advisors was contrary to the instructions of SNJ. Furthermore, despite the significant time billed in objecting to the Advisor Agreement, Lommen Abdo were unsuccessful in their attempts to overturn the Advisor Agreement yet still billed SNJ for their unauthorized unsuccessful efforts. SNJ also were not opposed to McMillan as an advisor which is clear since SNJ hired him after Bremer no longer served as Special Administrator. Much of Lommen Abdo's work was to frustrate the efforts of Bremer and their advisors yet those efforts were not directed by SNJ. SNJ was not a part of the opposition network even though SNJ's lawyers were participating in such conflict against our advice and direction. Therefore any Lommen Abdo entries relating to challenges to the Expert Advisors and the Advisor Agreement should not be allowed in an attorney's lien amount determination including, but not limited to, the following entries from Exhibit 2 of O'Neil's affidavit³:

Invoice Page #	Entry Date	Initials	Hours	Amount
18	8/18/2016	APG	2.10	\$630
18	8/19/2016	APG	2.30	\$690
19	8/25/2016	KJA	2.50	\$1,000
19	8/25/2016	PJB	4.00	\$1,400

³ The invoices attached to O'Neil's affidavit were redacted and poorly scanned in places so SNJ is unable to determine whether there are more entries relating to efforts that went against SNJ's instructions, as was the case with the Advisor Agreement.

19	8/29/2016	KJA	1.50	\$600
20	8/31/2016	KJA	.70	\$280
20	9/1/2016	APG	1.30	\$390
21	9/7/2016	APG	5.80	\$1,740
21	9/8/2016	APG	10.50	\$3,150
22	9/13/2016	APG	3.50	\$1,050
24	9/27/2016	KJA	6.00	\$2,400
24	9/27/2016	APG	8.50	\$2,550
25	9/28/2016	KJA	8.00	\$3,200

O'Neil Affidavit Table A

File No./ Description	Invoiced Amount	Estate Payment	Outstanding Balance
43516/ Main Client File	\$146,630.61	\$0	\$146,630.61
43516-01/ Entertainment & Court Ordered Agreements	\$100,770.00	\$61,800.00	\$38,970.00
43516-02/ Paisley Park Museum	\$39,005.00	\$29,865.00	\$9,140.00
43516-04/ Tribute Concert	\$45,990.00	\$38,820.00	\$7,170.00
43516-05/ Selection of PR	\$15,310.00	\$14,825.00	\$485.00
43516-06/ Heirship Determination	\$88,161.50	\$85,930.00	\$2,231.50
43516-12/ Right of Publicity	\$11,670.00	\$11,670.00	\$0
43516-13/Appeals	\$10,430.00	\$10,430.00	\$0
43516-14/ Transfer File	\$8,005.00	\$0	\$8,005.00
43516-15/Special Administrator	\$19,520.00	\$17,500.00	\$2,020.00
43516-16/ Misc. Ent. Matters	\$3,760.00	\$3,760.00	\$0
TOTAL:	\$489,252.11	\$274,600.00	\$214,652.11

B. Hansen Dordell

Hansen Dordell is currently seeking from this Court confirmation of its attorney's lien in the amount of \$264,860.68. According to Randall Sayers' affidavit submitted in support of Hansen Dordell's application for an attorney's lien, SNJ never objected to any of the invoices provided by Hansen Dordell. (January 9, 2019 Affidavit of Randall W Sayers ¶ 4). However, this is not accurate. SNJ and its representatives made numerous requests that Hansen Dordell submit legal fees to the Court for work done on behalf of the Estate (as other lawyers did so). SNJ would like to hold a hearing to demonstrate the numerous examples SNJ requested certain services be submitted to the Court for payment such as the following: (i) interviewing and negotiating with potential Personal Representatives (Comerica among others); (ii) approving the resignation and release of the Special Administrator; (iii) allowing SNJ's business advisor to assist Comerica and their expert advisor to secure an additional \$750,000 for the benefit of the Estate, and more. Despite the repeated opportunities, Hansen Dordell refused and thus received no reimbursement from the Estate. Numerous matters benefitted the Estate directly not SNJ and SNJ should not be required to have to pay these costs and expenses. As with Lommen Abdo's main client file, which was not submitted to this Court for work done on behalf of the Estate, any Hansen Dordell entries found to be in benefit of the Estate should be removed from any attorney's lien amount determination. Therefore SNJ asks that this Court allow for a hearing and review the invoices submitted in support of Randall Sayers' affidavit. According to ¶ 4 of Sayers' affidavit, SNJ never objected to any of the invoices provided by Hansen Dordell. (Sayers Affidavit at ¶ 4).

As stated previously, Hansen Dordell performed services that benefitted the Estate but failed to take adverse action against the Personal Representative for their improper actions against SNJ and the Estate. For example, Sharon Nelson was assaulted by representatives of Comerica early on in their appointment yet Hansen Dordell refused to support Sharon Nelson in

seeking to remove or limit Comerica's actions. SNJ repeatedly pointed out the business decisions that were arguably incompetent and certainly questionable yet Hansen Dordell refused to litigate matters until much too late in the process and then only after the firm switched lead counsel for this matter, requiring a steep new learning curve to get the assigned partner fully informed. SNJ should not need to bear the full costs of these expenses and these issues were brought to the attention of the partners of Hansen Dordell.

SNJ further objects to Hansen Dordell's application for an attorney's lien due to the lack of specificity and filings submitted in support of the attorney's lien application. Hansen Dordell did not file a brief in support of its application for an attorney's lien and the invoices attached to Sayers affidavit lacked detailed billing entries such that this Court or SNJ could review and challenge specific billing entries.

C. Skolnick & Joyce

SNJ reiterates the previous objections submitted on January 17, 2019 in relation to Skolnick & Joyce's application for an attorney's lien in the amount of \$180,952.12. Skolnick & Joyce attempted to dismiss SNJ's objections to their attorney's lien application in their January 18, 2019 Reply Memorandum filed with this Court. However, the facts are uncontroverted and results obtained in relation to the amount billed to SNJ support a finding that an attorney's lien in the amount of almost \$200,000 is unreasonable. Upon hiring the Skolnick firm, considerable time and effort was incurred to bring the firm especially Sam Johnson up to date on all the facts and details. Both, Johnson and Skolnick felt SNJ's claims were very strong and they were prepared to argue the case that Hansen Dordell refused to argue. The key claim SNJ reiterated over and over concerned Comerica's lack of releasing music, Comerica's removal of Prince's vault materials without proper notice, Comerica's entertainment incompetence and

poor decision making with the Estate. The vast amount of due-diligence, investigation and learning of the case was with Sam Johnson. Many hours were spent with Sam Johnson on these matters and the entertainment incompetence of Comerica was the key point SNJ wanted communicated. SNJ also requested to have Sam Johnson participate in the oral argument for the November, 2018 Removal Hearing since he was most familiar with the facts, circumstances and law of the case. In fact, SNJ and their business advisor reiterated the importance of Sam Johnson's participation on the day of the argument yet neither did the law firm make Comerica's lack of competence the focal point, nor did Johnson argue any part of the case which raised the main competency issues SNJ spent weeks on advising the firm. Instead, much of the argument centered around the notion of the heirs needing more communication and input. SNJ did not hire Skolnick & Joyce for mere communication and input. The firm was hired to assist the SNJ heirs in protecting the assets and legacy of their brother, Prince. Unfortunately, none of SNJ's goals were realized and the Skolnick & Joyce firm became a communications conduit to allow Comerica to rubber-stamp numerous deals even when objected by SNJ with the firm's assistance. Certainly, such actions or lack thereof had little to no benefit to SNJ. This lack of benefit to SNJ was also set forth in the manner in which Skolnick & Joyce recommended a mediator SNJ did not wish to hire. SNJ was clear that they saw an additional mediator causing more costs and potentially harm to the Estate. Over SNJ's initial objections, Skolnick threatened to resign if SNJ did not consent to the selection of the mediator. SNJ yielded to Skolnick's advice provided it would last for only 90 days which was not the case. Moreover, the mediator, Judge Gilbert continues to be retained by the Estate and the Skolnick firm resigned after the appointment of Gilbert. SNJ also seeks a hearing on the process of selecting Justice Gilbert and whether Skolnick's actions were proper and ethical under the circumstances. S&J also argued in

its January 18th brief that the billing submitted establishes the amount of time and labor required (“The billing submitted to the Court by S&J establishes the substantial amount of time and labor required.” (January 18, 2019 Reply Memorandum of Skolnick & Joyce at page 3)). However, if merely submitting an invoice established the amount of time and labor required, then there would be no purpose for this Court or any to consider the reasonableness of the attorney’s fees. This Court has already seen in relation to objections to the Personal Representatives submission of legal fees how legal fees can spiral out of control without proper monitoring.

These facts coupled with the unreasonable attorney’s lien amount sought of over \$180,000 (in addition to the \$25,000 already received from SNJ) support that this Court should not establish Skolnick & Joyce’s attorney’s lien in that amount.

CONCLUSION

As stated above, Former Counsel seeks attorney's liens in the amount of \$660,447.91. The SNJ Heirs request that this Court not validate the Former Counsel attorneys' liens submitted by Lommen Abdo, Skolnick & Joyce or Hansen Dordell. Should a finding of an attorney's lien be granted in favor of any of these firms, we ask that the Court consider the facts outlined in this and SNJ's earlier objections and reduce the liens to reasonable amounts under Minnesota law.

By: _____ /s/ Sharon L. Nelson

Dated: February 15, 2019