

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

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. Eide

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.

