

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
FIRST JUDICIAL DISTRICT
PROBATE DIVISION

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

In Re:

Estate of Prince Rogers Nelson,
Decedent.

REDACTED
AFFIDAVIT OF STEVEN H. SILTON IN
SUPPORT OF APPLICATION FOR
DETERMINATION AND
ESTABLISHMENT OF LIEN FOR
ATTORNEYS' FEES AND FOR ENTRY OF
JUDGMENT OF LIEN

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Steven H. Silton, after being duly sworn, states:

1. I am an attorney duly licensed to practice and in good standing in the State of Minnesota and, if called as a witness, I could and would competently testify to the facts stated herein based on my own personal knowledge.

2. I am an attorney at Cozen O'Connor ("Cozen") and former counsel of record for Omarr Baker ("Baker"). I submit this affidavit in support of Cozen's Application for Determination and Establishment of Lien for Attorneys' Fees and for Entry of Judgment of Lien.

3. Baker retained Cozen in June 2016 to provide legal services and specialized advice regarding the Estate of Prince Rogers Nelson (the "Estate"). Attached as *Exhibit A* is a true and correct copy of the signed retainer agreement (the "Retainer Agreement") between Cozen and Baker. The Retainer Agreement states that "As you do not have the current resources to pay our fees, we will seek to recover them as follows. First, we will be seeking to have to you named the personal representative of the Estate. At that time, we will be submitting our bills to the Court for payment directly from the Estate. With regard to any fees not paid by the Estate, we will wait to

get paid from your prospective proceeds of the Estate. We reserve the right to apply an interest component of seven percent (7%) to any fees that are unpaid for longer than 30 days. You, of course, are entitled to pay our fees currently to avoid this interest charge. You have the absolute right to discharge us for any reason at any time. In that event, you will remain responsible for all fees and costs incurred through the date of discharge.” Baker signed the Retainer Agreement. Cozen entered an appearance on Baker’s behalf. Attached as *Exhibit B* is a true and correct copy of that appearance.

4. Cozen filed an Amended Attorneys’ Lien (“Lien”) with the Minnesota Secretary of State on December 30, 2021 in the amount of \$1,419,969.36, along with a UCC-3 form. Attached as *Exhibit C* is a true and correct copy of the Lien and UCC-3. This Lien revised Cozen’s prior UCC-1 and Attorneys’ Lien (“Original Lien”) filed with the Minnesota Secretary of State and this Court on October 7, 2019 in the amount of \$953,007.50. Attached as *Exhibit D* is a true and correct copy of the Original Lien and UCC-1. The Lien represents legal fees for services rendered and costs incurred and advanced by Cozen to Baker in the representation of his interests in this matter from June 23, 2016 through June 18, 2018, that remain unpaid after credits for amounts paid by the Estate and others, as well as 7% interest as specified in the Retainer Agreement.

5. A chart reflecting how Cozen calculated the amount of the Lien is attached as *Exhibit E*.

6. A chart reflecting calculation of the Omarr Baker Accounts Receivable is attached as *Exhibit F*.

7. Attached as *Exhibits G-M* are invoices reflecting the detailed timekeeping and accounting entries used to determine the amounts in *Exhibit F*.

8. On December 28, 2016, with the approval of Baker, Cozen was retained by Tyka Nelson (“Nelson”). Nelson was one of the Non-Excluded Heirs to this Estate. From December 28, 2016, until February 23, 2017, Cozen worked jointly for Baker and Nelson on projects that benefitted both and split the billing and fees 50/50 between Baker and Nelson. Attached as *Exhibit N* is an email from me to Baker explaining the split fees with Nelson. On February 23, 2017, Nelson wanted to retain a specific and exclusive attorney, Dexter Hamilton, at Cozen (“Hamilton”). Hamilton represented Nelson from the time period of February 23, 2017 to January 8, 2018. During this time period, Hamilton opened a separate matter for Nelson, with a separate matter number for billing purposes. All fees for that matter were charged to Nelson. The fees were not split with Baker at this time. Nelson subsequently got different counsel on or around January 8, 2018. Nelson asked Cozen O’Connor to withdraw as her counsel, and as such, Cozen O’Connor filed a notice withdrawing as her counsel of record on January 23, 2018. None of the work Cozen did for Nelson, including her 50% of the work from December 28, 2016 to February 23, 2017, is included in the calculation of the Omarr Baker Accounts Receivable or the Lien in this matter.

FIRST FEE APPLICATION

9. The Retainer Agreement between Cozen and Baker provided that if Baker was named Personal Representative of the Estate, Cozen would submit his fees to the Court for approval of payment by the Estate. Baker was never named Personal Representative. Nonetheless, Cozen filed a number of fee applications with the Estate. Baker was actively involved with each fee application, reviewed all related documents and supported each

application, and provided input on the same. The fees awarded by the Court successfully limited the amount of fees ultimately owed by Baker.

10. On or around February 9, 2017, the Affidavit of Steven H. Silton (“February 9 Silton Affidavit”) and Affidavit of Thomas P. Kane in support of Baker’s Motion for Approval of Payment of Attorneys’ Fees were filed with this Court and requested \$491,799.00 in fees and \$5,857.24 in costs incurred from June 23, 2016 through November 30, 2016 for work done on behalf of Baker that benefitted the Estate.

SECOND FEE APPLICATION

11. On or around March 3, 2017, the Affidavit of Steven H. Silton (“March 3 Silton Affidavit”) and Affidavit of Thomas P. Kane in Support of Baker’s Motion for Approval of Payment of Attorneys’ Fees were filed with this Court and requested \$354,258.00 in fees and \$8,447.61 in costs incurred from December 1, 2016 through January 31, 2017 for work done on behalf of Baker that benefitted the Estate.

12. This Court has awarded Cozen fees in the past for work done from June 2016 through January 2017. (*See* Second Order & Memorandum Approving Payment of Attorneys’ Fees and Costs, filed April 5, 2017.) This Court granted in part and denied in part Cozen’s request for attorneys’ fees and ordered the Estate to pay Cozen \$159,240.75 in attorneys’ fees and costs. (*Id.*)

13. On June 5, 2017, Cozen appealed this Court’s decision to the Minnesota Court of Appeals. After briefing and arguing, the Court of Appeals affirmed in part, reversed in part, and remanded the decision to this Court on January 22, 2018.

14. This Court then issued an order stating that by March 2, 2018, the parties shall submit any memoranda to assist this Court in supplementing its findings in connection with the decisions filed on April 5, 2017 and May 15, 2017 in response to the Minnesota Court of Appeals

decision on January 22, 2018 (the “Remanded Fees Issue”). On June 5, 2018, this Court appointed Judge Richard B. Solum (Ret.) as Special Master to hear and rule on the Remanded Fees Issue.

THIRD FEE APPLICATION

15. On January 10, 2019, Cozen moved for an order from this Court for fees incurred from February 1, 2017 to December 31, 2017. The Affidavit of Thomas P. Kane (“January 10 Kane Affidavit”) in Support of Cozen O’Connor’s Motion for Approval of Payment of Attorneys’ Fees was filed with this Court and requested \$585,776.00 in fees and \$18,983.83 in costs for work done on behalf of Baker that benefitted the Estate.

16. On March, 29, 2019, Cozen moved for an order from this Court for fees incurred from January 1, 2018 through June 18, 2018. The Affidavit of Steven H. Silton in Support of Cozen O’Connor’s Motion for Approval of Payment of Attorneys’ Fees (“March 29 Silton Affidavit”) was filed with this Court and requested \$206,774.50 in fees and \$2,475.72 in costs for work done on behalf of Baker that benefitted the Estate.

17. On October 4, 2018, Judge Solum issued the Order on Remanded Fee Issues (the “Remanded Fees Order”) awarding Cozen \$236,362 for work done from June 2016 through January 2017, an amount which is in addition to this Court’s earlier award. This Court accepted and adopted Judge Solum’s Remanded Fees Order on October 4, 2018.

18. On March 8, 2019, this Court issued the Order Regarding Heir Attorney Fee Submissions (the “Heir Attorney Fee Order”) stating that any attorney of record requesting payment of attorneys’ fees or expenses from the estate for the time period of February 1, 2017 through December 31, 2018 shall file a motion seeking such payment by March 31, 2019 (the “Heir Fee Motions”) and directing Judge Richard B. Solum (Ret.) to decide the Heir Fee Motions.

19. On August 27, 2019, Judge Solum issued the Order on Fee Applications (the “Fee Applications Order”) awarding Cozen \$371,492 for services and costs from February 1, 2017 through December 31, 2018. This Court accepted and adopted Judge Solum’s Fee Applications Order on September 24, 2019.

20. The amounts awarded by the Court to Cozen were credited to Baker’s account, along with any other payments for the work Cozen did for Baker. Those credits are summarized in the chart attached as *Exhibit O*.

21. The work Cozen did for Baker on the fee appeal described above, in the continuing effort to obtain reimbursement from the Estate for fees that would otherwise be Baker’s responsibility, was tracked internally at Cozen in a separate Baker client matter entitled Fee Appeal. Attached *Exhibit P* sets forth the calculation of the interest on the Baker Estate of Prince Rogers Nelson matter and the Baker Fee Appeal matter.

22. I met regularly and periodically with Baker to discuss the ongoing action, go over invoices and keep him apprised of the accrual of and the amount of fees. On a number of those meetings, I provided Baker a copy of our Work in Progress report which identified the amount of currently accrued legal fees. Many of those meetings occurred over breakfast and are memorialized with an Outlook Meeting Notice which were sent to and accepted by Baker. In the review of my calendar, I have identified at least thirteen such meetings. Attached as *Exhibit Q* are my Outlook Meeting notices identified as such. At least two of those meeting notices, on April 18, 2017 and May 19, 2017 specifically reference a review of legal fees.

23. I communicated regularly with Baker regarding Cozen fees. Baker had opportunities to review Cozen’s fee statements. Attached as *Exhibits R-U* are copies of four instances of email communications from me to Baker attaching copies of our firm proformas and

discussions regarding fees. Attached as *Exhibit V* is a letter dated August 17, 2017 that I sent to Baker with the amount of accrued fees and a request that he confirm his obligations under our Retainer Agreement. While I have not been able to find a countersigned version, Baker orally confirmed the obligations contained in the August 17, 2017 correspondence on numerous occasions.

24. At no time do I recall Baker objecting to the reasonableness of our fees. Baker did express concern about the ongoing accrual of fees. At one point, based on the ongoing accrual of fees, Baker temporarily terminated our representation on July 24, 2017. Attached as *Exhibit W* is the email from Baker to Cozen temporarily terminating Cozen's representation. The next day, on July 25, 2017, Baker authorized our continued representation. Attached as *Exhibit X* is the email from Baker to Cozen authorizing continued representation and continued appearances on his behalf in this Court.

25. On numerous occasions, Baker acknowledged the appropriateness and reasonableness of our fees. This includes an Affidavit from Baker dated March 27, 2019, wherein Baker indicated that "From July 2016 to June 2018, Cozen O'Connor performed work for the benefit of the Estate. I have reviewed the Affidavits of Thomas P. Kane (dated January 2019) and Steven H. Siltan (dated March 2019 filed in the above captioned case. Upon information and belief, the **representations made in those affidavits are accurate**. I have also reviewed the invoices attached to these affidavits, and the **billings therein appear accurate**, were intended to, and did benefit the Estate." (Emphasis added.) It should be noted that on the date of Baker's March 27, 2019 Affidavit he was represented by the Bernick law firm, who upon information and belief independently reviewed the Affidavit. The January 2019 Affidavit of Thomas P. Kane, which Baker stated under oath was accurate, states that "Cozen now seeks an

order from the Court for fees incurred from February 1 to December 31, 2017 that were **just and reasonable and commensurate with the benefit** to the Estate from the recovery so made or from such services.” (Emphasis added.) The March 2019 Affidavit of Steven H. Sifton, which Baker stated under oath was accurate, states that “On January 10, 2019, Cozen moved for an order from the Court for fees incurred from February 1 to December 31, 2017 that were **just and reasonable and commensurate with the benefit** to the Estate from the recovery so made or from such services.” (Emphasis added.)

26. In addition, Baker wrote a letter to Judge Solum on August 9, 2019, wherein he supported our fee request and acknowledged their reasonableness. Attached as *Exhibit Y* is a true and correct copy of Baker’s email and letter to Judge Solum dated August 9, 2019.

27. Baker was always aware that Cozen intended to file an attorneys’ lien for any unpaid legal fees. On October 1, 2019, in anticipation of the impending lien filing, Baker left me a voice-message, which stated in total [REDACTED]

[REDACTED] The true and correct recording of that voice-message is attached hereto as *Exhibit Z*.

28. The amount of legal fees and costs incurred by Baker directly correlate to actual legal services performed on his behalf and for his benefit. The legal services that were performed on Baker’s behalf were performed by qualified legal professionals with appropriate experience levels for the task required. The fees charged are Cozen’s standard rates and match the market in comparison to similar work charged by attorneys with the same level of experience. Where possible, Cozen utilized paralegals and associate attorneys with lower rates to perform such necessary tasks. Further, the complex nature of this case and Baker’s representation when

considered in combination with the factors for reasonableness of fees demonstrate that the amount of fees is reasonable.

29. Despite repeated demand for payment of the amounts owed to Cozen not covered by payments from the Estate, Baker has refused to pay.

FURTHER YOUR AFFIANT SAYETH NOT.

Dated: January 10, 2022

/s/ Steven. H. Silton
Steven H. Silton

Subscribed and sworn to before me
this 10th day of January, 2022.

/s/ Amy E. Kulbeik

Notary Public