

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
FIRST JUDICIAL DISTRICT
PROBATE DIVISION

In Re:

Court File No.: 10-PR-16-46
Judge: Kevin W. Eide

Estate of Prince Rogers Nelson,
Decedent,

**JOINDER OF JUSTIN BRUNTJEN TO
REPLY IN SUPPORT OF COZEN
O’CONNOR’S MOTION TO APPROVE
PAYMENT OF ATTORNEYS’ FEES
FROM FEBRUARY 1, 2017 THROUGH
JUNE 18, 2018**

Justin Bruntjen (“Attorney”) hereby joins in the Reply In Support of Cozen O’Connor’s Motion to Approve Payment of Attorney Fees from February 1, 2017 Through June 18, 2018 (“Cozen Reply”) and submits additional arguments related specifically to work done by Attorney that are not addressed in Cozen’s Reply. This joinder is made in an effort to not duplicate similar arguments that Cozen’s Reply already addresses and are identical to Attorneys positions on issues.

ADDITIONAL ARGUMENTS

Cozen’s Reply sufficiently articulates the arguments of why Attorney and Cozen are entitled to their fees being paid by the Estate up until Cozen’s representation of Mr. Baker ceased in June 2018.

1. Comerica’s Request for Discharge from Liability and Approval of Interim Accounting

The additional work that Attorney seeks compensation for is for fees incurred after Cozen was no longer representing Mr. Baker. Specifically, Attorney seeks reimbursement for fees incurred in relation to the requested discharge from any and all liability and approval of interim accounting by Comerica. Attorney’s work greatly benefited the Estate because Comerica initially requested they be discharged from any and all liability for any work they had completed through

January 2018 and Attorney's response and subsequent work related to Comerica's request curtailed Comerica's liability waiver affording the Estate to potentially hold them liable for claims resulting from their actions through January 2018.

2. Attorney's Representation Ceased Before Recovery From Claims Could be Made

In their response Comerica argues that Attorney should not be compensated for any work that was pursued but no recovery was made. This argument does not take into consideration the fact that Attorney's representation ceased before all claims could be fully litigated and resolved. In fact, Attorney's representation ended on November 2, 2018 and a Notice of Appeal in regards to Bremer's Discharge was filed on November 16, 2018 by White, Wiggins & Barnes, the law firm that took over representation of Mr. Jackson from Attorney. There is no valid reason to think that if Attorney was allowed to continue his representation of Mr. Jackson he would not have been able to eventually recover on behalf of the Estate. The fact that a Notice of Appeal was filed by the subsequent Law Firm representing Mr. Jackson shows that the work done by Attorney relating to Bremer's discharge at the very least paved the way for future recovery by the Estate.

CONCLUSION

For all the foregoing reasons and as established in his briefs, Attorney respectfully joins in the arguments set forth in Cozen's Reply as well as the additional arguments above and requests the Court authorize and direct the Personal Representative to pay the fees and costs identified in the motions filed on February 19 and March 29, 2019 from the assets of the Estate, as they benefited the Estate.

Dated: April 22, 2019

s/ Justin Bruntjen
Justin Bruntjen (#0392657)

501 Carlson Parkway #529
Minnetonka, MN 55305
Telephone: (612) 242-6313
Justin@b2lawyers.com