

STATE OF MINNESOTA  
COUNTY OF CARVER

DISTRICT COURT  
PROBATE DIVISION  
FIRST JUDICIAL DISTRICT

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In Re:

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

Estate of Prince Rogers Nelson,  
Decedent.

**DECLARATION OF KENNETH J. ABDO**

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I, Kenneth J. Abdo, make the following Declaration in the above-captioned matter:

1. I am a shareholder at Fox Rothschild, LLP. I was formerly the shareholder at Lommen Abdo, P.A. who was principally responsible for the representation of Sharon L. Nelson, Norrine P. Nelson and John R. Nelson (the “Nelsons”) in connection with this matter. This Declaration is submitted in response to the Objections and Supplemental Objections of the Nelsons to Lommen Abdo’s Application for Determination and Establishment of its Attorneys’ Lien.

2. Lommen Abdo was engaged by the Nelsons in April 2016 to provide legal services relating to their interests as Heirs in the Estate of Prince Rogers Nelson. The scope of Lommen Abdo’s representation of the Nelsons was broad as reflected in the terms of the Engagement Agreement, which stated: “You are retaining us as your attorneys to represent you in the above-referenced matter and all other transactions or business relating thereto.” (See Affidavit of Barry A. O’Neil, Exhibit 1 submitted with Lommen Abdo’s Application.)

3. Consistent with the scope of Lommen Abdo’s engagement, numerous professionals at Lommen Abdo provided legal services to the Nelsons commensurate with their legal expertise as noted in paragraph 4 of my Affidavit that was filed in this matter on January 26, 2017.

4. During Lommen Abdo's representation of the Nelsons, I and Adam Gislason were in communication with the Nelsons on a more than daily basis to keep them informed about the status of the probate litigation, the communications with the other parties and counsel involved with the Estate, the work that was being performed by myself, Adam Gislason, and other lawyers and professionals at Lommen Abdo, including any negotiations relating to potential entertainment and business deals that were being proposed in connection with the Estate and the interests of the Nelsons in the Estate. This work frequently involved meetings among the heirs; meetings among the heirs, heirs' counsel and representatives of the Estate; as well as public hearings and confidential appearances in court, to which the Nelsons (specifically Sharon Nelson and Norrine Nelson) were typically invited and usually attended in person or by phone.

5. At all times, I and the other professionals at Lommen Abdo were acting in the best interests of the Nelsons, including when we were pursuing opportunities and raising issues that were aimed at benefitting the Estate as a whole. At no time did I or any other professional at Lommen Abdo act inconsistently with the interests of the Nelsons or their instructions in connection with our engagement as their attorneys and legal representatives.

6. When Lommen Abdo submitted the request for approval of payment of attorney fees and costs pursuant to Minn. Stat. § 524.3-720, the request included only the billings for services and expenses that I believed were aimed at benefitting the Estate as a whole. At that time, we did not seek approval for the payment of the billings for legal services and expenses that were incurred for the benefit of the individual interests of the Nelsons pursuant to the terms of the Engagement Agreement. As a result, Lommen Abdo has not received any payment for the expenses and legal services that were provided to the Nelsons to advance their individual interests in the Estate and their financial and business interests relating to the Estate, including

the legal fees and services that the Court declined to approve for payment by the Estate because it found that they were not aimed at benefitting the Estate as a whole and were instead incurred for the benefit of particular heirs.

7. I, Adam Gislason, and other Lommen Abdo professionals played the lead role in the negotiations and drafting of the Consultant Agreements that were entered into by the Nelsons with Paisley Park Facility, LLC in and around September 2016. The aim of the consulting agreements was to allow the Nelsons to receive some form of income and compensation relating to their interests and status as heirs of the Estate during the pendency of the probate proceeding. This work was performed pursuant to the specific instructions of the Nelsons, including to whom the Paisley Park checks should be made, and with their enthusiastic participation, for which they were most appreciative at the time.

8. From the outset of Lommen Abdo's engagement, the understanding with the Nelsons was that they would not be billed for any legal services or expenses until they received income from either the Estate or business deals that were arranged to allow them to receive income relating to their status as heirs of the Estate. This arrangement was an accommodation to, and specifically requested by, the Nelsons because I understood that they did not have significant income and assets to be able to pay for the substantial amount of legal services and expenses that would be necessary to protect and pursue their interests as heirs of the Estate on a monthly basis. An additional benefit to the Nelsons resulting from the delay in billing was that they would not be subject to any late fee charges under the terms of the Engagement Agreement. This accommodation also meant that Lommen Abdo incurred significant out-of-pocket costs that were not paid by the Nelsons during the representation in addition to the substantial investment of professional time for which it has not been paid. Accordingly, although the Engagement

Agreement noted that Lommen Abdo “typically” billed on a monthly basis, we did not have monthly billings issued to the Nelsons before they terminated the attorney-client relationship with Lommen Abdo in late November 2016. Prior to that time, the Nelsons never requested that Lommen Abdo provide any bill or invoice for any of the work performed by Lommen Abdo commencing April 2016.

9. After the Nelsons terminated Lommen Abdo’s representation of them in November 2016, I sent the bills for the legal services and expenses that were incurred to the Nelsons directly and also sent copies of the bills to their successor attorneys at the Hansen Dordell law firm on or about December 9, 2016. I was never advised that the Nelsons objected to any of the fees or expenses that were incurred with Lommen Abdo until Lommen Abdo filed its Application for Determination and Establishment of its Attorney’s Lien.

I declare under penalty of perjury that everything I have stated in this document is true and correct, and I signed this Declaration on February 28, 2019 in Los Angeles County, California.

/s/ Kenneth J. Abdo  
Kenneth J. Abdo