

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

FIRST JUDICIAL DISTRICT
PROBATE DIVISION

Case Type: Supervised Administration

In the Matter of:

Court File No. 10-PR-16-46

Judge Kevin W. Eide

Estate of Prince Rogers Nelson,

Decedent.

**COMERICA BANK & TRUST, N.A.'S
REPLY IN SUPPORT OF
MOTION TO APPROVE
CONSULTANT PAYMENTS**

Comerica Bank & Trust, N.A. (the "Personal Representative") submits this Reply in support of its Motion to Approve Consultant Payments. For the reasons set forth below and in its initial Memorandum, the Personal Representative requests that the Court issue an order finding that the payments due under the Exhibition Consulting Agreements ("Consultant Payments") are outside the scope of the attorneys' liens asserted by Skolnick & Joyce, P.A. ("Skolnick & Joyce") and Barnes & Thornburg, LLP ("Barnes & Thornburg") and authorizing the Personal Representative to disburse the Consultant Payments directly to John, Sharon, Norrine, and Tyka Nelson ("the Nelsons").

I. LOMMEN ABDO'S LIEN IS NO LONGER IN DISPUTE.

As an initial matter, the Court need not address the scope of Lommen Abdo P.A.'s ("Lommen Abdo") lien. In its Opposition, Lommen Abdo agreed not to enforce its lien (even if it had the ability to do so) against the Consultant Payments due to John, Sharon, and Norrine Nelson. (Lommen Abdo's Opp'n at 3 ("Lommen Abdo does not oppose the payment of the

Consultant Payments to the Nelsons at this time.”.) As a result, any dispute regarding whether its lien attaches to the Consultant Payments is moot and need not be resolved by the Court.

II. COMERICA HAS STANDING TO BRING THIS MOTION.

In its Opposition, Barnes & Thornburg requests that the Court disregard the Personal Representative’s arguments because it cannot act as counsel of record for Tyka Nelson. (Barnes & Thornburg’s Opp’n at 1.) But the Personal Representative did not bring this Motion on behalf of Tyka Nelson. It brought this Motion in its capacity as the manager of Paisley Park Facility, LLC (“PP Facility”)—the entity responsible for the Consultant Payments—to ensure that PP Facility does not expose itself or the Estate to any potential liability by making the Consultant Payments directly to the Nelsons.

III. THE CONSULTANT PAYMENTS ARE NOT SUBJECT TO THE REMAINING LIENS.

First, the Consultant Payments are not subject to Barnes & Thornburg’s or Skolnick & Joyce’s liens because the Consultant Payments did not result from their services to the Nelsons. The purpose of an attorneys’ lien is to prevent a client from benefitting from an attorney’s services without paying for those services. *Dorsey & Whitney LLP, v. Grossman*, 749 N.W.2d 409, 420 (Minn. Ct. App. 2008). Neither firm represented the Nelsons when the Exhibition Consulting Agreements were negotiated. While Skolnick & Joyce may have reviewed and provided advice regarding the Exhibition Consulting Agreements during the course of its representation, it is undisputed that neither firm was involved in drafting, executing, or otherwise obtaining the Exhibition Consulting Agreements on behalf of the Nelsons. Therefore, the Consultant Payments do not constitute a benefit related to their legal services to the Nelsons.

Second, the liens do not attach to the Consultant Payments because the Consultant Payments are not an “interest in the Estate,” nor are they “involved in or affected by” this legal

proceeding. It is undisputed that the Consultant Payments are not distributions by the Estate. Likewise, it is undisputed that the Nelsons are not entitled to the Consultant Payments by virtue of their status as heirs of Prince Rogers Nelson. While Skolnick & Joyce argues that the Nelsons obtained the Exhibition Consulting Agreements because they were expected to be heirs, there is no dispute that the Consultant Payments are not legally dependent or contingent upon on their status as heirs. Finally, while the Nelsons have obtained an interest in the Estate through this legal proceeding, the same cannot be said for how they obtained the Consultant Payments. The Nelsons obtained the Consultant Payments by voluntarily entering into contractual relationships with PP Facility. While the Court may have permitted PP Facility to enter into the agreements, it did not order their creation, execution, or performance. Thus, the Consultant Payments are, at best, adjacent or proximate to this proceeding, not “involved in or affected by” it. As an attorneys’ lien “only applies to charges by the attorney for services in connection with the particular action or proceeding involved and not to a client’s general account,” the Court should conclude that the remaining liens do not apply to the Consultant Payments. *Schroeder, Siegfried, Ryan & Vidas v. Modern Elec. Prod., Inc.*, 295 N.W.2d 514, 516 (Minn. 1980) (emphasis added).

CONCLUSION

Because the Consultant Payments are outside the scope of Skolnick & Joyce’s and Barnes & Thornburg LLP’s attorneys’ liens and because Lommen Abdo has agreed not to enforce its lien against the Consultant Payments, the Court should authorize the Personal Representative to make the Consultant Payments directly to the Nelsons.

Respectfully Submitted,

Dated: October 17, 2018

s/ Joseph J. Cassioppi

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