

STATE OF MINNESOTA  
COUNTY OF CARVER

FIRST JUDICIAL DISTRICT  
DISTRICT COURT  
PROBATE DIVISION

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

In re:

Estate of Prince Rogers Nelson,

**SKOLNICK & JOYCE, P.A.’S MEMORANDUM  
OF LAW IN OPPOSITION TO COMERICA’S  
MOTION TO APPROVE CONSULTANT  
PAYMENTS**

Decedent.

**INTRODUCTION**

Skolnick & Joyce, P.A. (“the Firm”), former counsel for Sharon, Norrine, and John Nelson (collectively “SNJ”), appreciate the Court’s consideration of their concerns with respect to the asserted attorneys’ lien and offer this memorandum of law to explain why the consulting payments are subject to the Firm’s attorneys’ lien. [REDACTED]

[REDACTED]

[REDACTED] Since the consulting payments are money “involved in or affected by” this proceeding, the Court should find that the consulting payments are subject to the Firm’s asserted attorneys’ lien and deny Comerica’s Motion to Approve Consultant Payments.

**FACTS**

On June 29, 2018, the Firm withdrew from representation of SNJ in this matter. Subsequently, the firm perfected an attorneys’ lien by serving on Comerica its Notice of Attorneys’

Lien. Minn. Stat. §§ 481.13 & 525.491. The amount currently owed to the Firm by SNJ is described in the Notice of Attorneys' Lien. (Cassioppi Dec. Ex. D).

[REDACTED]

[REDACTED] Now, the Estate/PP Facility seeks to make the [REDACTED] under the Exhibition Consulting Agreement, arguing that they are unrelated to the Estate and the Heirs' status as Prince's heirs.

During the Firm's representation of SNJ, [REDACTED]

[REDACTED]

[REDACTED]

(Skolnick Dec. Ex. 2) (emphasis added). [REDACTED]

[REDACTED] Comerica's memorandum notes that PP Facility is owned by the Estate, and the Minnesota Secretary of State lists PP Facility's principal place of business as 3551 Hamlin Rd. Auburn Hills, MI 48326 (which is the same address as Comerica's). (Skolnick Dec. Ex. 4). While the Estate and PP Facility may be different on paper, it appears that there is a unity of interest and control in the hands of the Estate and Comerica.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] (Skolnick Dec. Ex. 3 & ¶¶ 5-8). Thus, the Firm's representation of SNJ included the Exhibition Consulting Agreements and payments thereunder.

### ARGUMENT

In estate matters, there are two relevant Minnesota statutes concerning attorneys' liens. Minn. Stat. § 525.491 provides:

When any attorney at law has been retained to appear for any heir or devisee, such attorney may perfect a lien upon the client's interest in the estate for compensation for such services as may have been rendered respecting such interest, by serving upon the personal representative before distribution is made, a notice of intent to claim a lien for agreed compensation, or the reasonable value of services. The perfecting of such a lien, as herein provided, shall have the same effect as the perfecting of a lien as provided in section 481.13, and such lien may be enforced and the amount thereupon determined in the manner therein provided.

That procedure was followed by the Firm and its lien on the "client's interest in the estate for compensation for such services" has been perfected. Minn. Stat. § 525.491.

Similarly, Minn. Stat. § 481.13 is the common vehicle by which an attorneys’ lien is established in Minnesota and almost all of the case law concerning property subject to attorneys’ liens relates to § 481.13. In relevant part, the attorneys’ lien attaches to:

...(1) upon the cause of action from the time of the service of the summons in the action, or the commencement of the proceeding, and (2) upon the interest of the attorney's client in any money or property involved in or affected by any action or proceeding in which the attorney may have been employed, from the commencement of the action or proceeding....

Minn. Stat. § 481.13, subd. 1(a). Here, the payments by PP Facility to SNJ are “money...involved in or affected by” this proceeding.

First, t [REDACTED]

[REDACTED] (Skolnick Dec. Ex. 1). Second, the Firm performed services related to the Exhibition Consulting Agreements and the payments made under them. [REDACTED]

[REDACTED]

[REDACTED] (Skolnick Dec. ¶ 6).

Comerica argues that the Exhibition Consulting Agreements are not contingent upon the Heirs’ status as heirs. (Comerica Mem. p. 4). This argument misses the forest for the trees. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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1 [REDACTED]  
[REDACTED]  
[REDACTED]

Comerica alternatively argues that the language in the attorneys' lien notice itself limits the scope of the attachment. (Comerica Mem. pp. 4-5). The Firm's notice states that the Firm "intends to hold a lien upon Sharon, Norrine, and John Nelson's interest in the Estate...." (Cassioppi Dec. Ex. D). The interest in the Estate is certainly broader than just monetary distributions from the Estate, and should incorporate any money or property received by the Heirs from the Estate or the Estate's entities. [REDACTED]

[REDACTED] Even if the Court were to conclude that Minn. Stat. § 525.491 applied only to monetary distributions, the wording of Minn. Stat § 481.13 is broader and the Firm undoubtedly also has the right to pursue an attorneys' lien under that statute. Importantly, the attorneys' lien statutes do not state that liens attach only to distributions, only that the lien notice must be served upon the personal representative prior to distribution. Minn. Stat. § 525.491. Thus, it is not necessary for the Court to conclude or find that the payments in this issue are distributions in order for it to determine that the Firm's attorneys' lien attaches. In fact, a finding by the Court that the payments are consulting fees which are subject to the attorneys' liens will likely quell the Estate's concern that these payments will be considered disguised distributions.

Admittedly, the Firm was not involved in drafting the Exhibition Consulting Agreements, nor did it represent SNJ at the time the agreements were signed, but those facts do not undercut a determination that the Exhibition Consulting Agreements are involved in the Estate proceeding and moneys flowing from them are involved in the proceeding and the representation of SNJ by the Firm. If this issue were mapped onto a Venn diagram, the Court simply needs to conclude that the circle for the money paid under the "Exhibition Consulting Agreement" has at least some overlap with the circle for this Estate proceeding. If it does, the Firm's attorneys' lien attaches to that money. For those reasons, the Court should conclude that the planned [REDACTED]

to SNJ are “money...involved in or affected by” this proceeding and find that they are subject to the Firm’s attorneys’ lien.

**CONCLUSION**

The Firm respectfully requests that the Court deny Comerica’s Motion to Approve Consultant Payments, and order that any payments to be made to SNJ under the Exhibition Consulting Agreements shall be paid to satisfy a portion of the Firm’s attorneys’ lien.

**SKOLNICK & JOYCE, P.A.**

Dated: October 12, 2018

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