

**STATE OF MINNESOTA**

**DISTRICT COURT**

**COUNTY OF CARVER**

**FIRST JUDICIAL DISTRICT**

**CASE TYPE: PROBATE**

**COURT FILE NO.: 10-PR-16-46**

**In the Matter of the Estate of Prince Rogers Nelson**

Shenhon & Associates, Inc., d/b/a Shenhon Company,

**Petitioner**

**vs.**

Comerica Bank & Trust, N.A., as Personal Representative of the Estate of Prince Rogers Nelson,

**Respondent**

**PETITION FOR ALLOWANCE OF CLAIM**

1. Petitioner, Shenhon & Associates, Inc., d/b/a Shenhon Company (“Shenhon”), is a Minnesota corporation engaged in providing professional real estate appraisal services, and submits this Petition pursuant to Minn. Stat. §524.3-804.

2. On September 27, 2016, Shenhon submitted its proposal to Bremer Trust, N.A., the Personal Representative of the Estate of Prince Rogers Nelson (“the Estate”), through its counsel, Stinson Leonard Street, LLP, to provide a market value appraisal for, inter alia, a recording studio at 7801 Audubon Road in Chanhassen, Minnesota, for estate tax preparation and filing for the Estate. A true and correct copy of said proposal is attached hereto as Exhibit A. Thereafter,

the Estate retained a new personal representative, Comerica Bank & Trust, N.A. (“CB&T”), who was represented by a different law firm, Fredrikson and Byron, P.A .

3. On March 20, 2017, Shenehon submitted its draft proposal to “CB&T”, as the new Personal Representative of the Estate, to provide a market value appraisal for, inter alia, the recording studio at 7801 Audubon Road in Chanhassen, Minnesota, for estate tax preparation and filing for the Estate. A true and correct copy of said letter is attached hereto as Exhibit B.

4. On April 6, 2017, counsel for CB&T, Fredrikson & Byron, PA, wrote to Mr. Robert Strachota, President of Shenehon, to confirm the arrangement whereby Shenehon was retained by Fredrikson & Byron "to assist us with respect to valuation and any related matters for the above referenced estate ..." Attached to the April 6 letter was Shenehon’s proposal of March 20, as described in paragraph 3, above, which CB&T through its counsel accepted and incorporated into its letter. A true and correct copy of the April 6 letter is attached hereto as Exhibit C.

5. Beginning in 2016, and continuing through 2017, Shenehon’s personnel devoted 215.25 hours to researching and preparing an appraisal regarding the value of the Chanhassen recording studio, in order to assist CB&T with the estate tax preparation and filing for the estate. The number of hours spent by each individual employee, the rate charged for each

employee, and the total amount of fees earned and billed to the Fredrikson firm, is set forth on the attached billing invoice of July 13, 2017, as Exhibit "D."

6. Shenehon fulfilled its contractual obligations to CB&T and provided its written appraisal report to CB&T in a timely manner. CB&T authorized Shenehon's work, was aware at all times of the work Shenehon was performing, and, prior to CB&T's receipt of the written appraisal, never requested Shenehon to stop working on the appraisal. The work performed by Shenehon as set forth in Exhibit D fully complied in all respects with industry standards for this type of appraisal and property type.

7. Despite Shenehon's demands for payment, CB&T has refused, in breach of its contract with Shenehon, to make any payment and has disallowed Shenehon's claim.

8. Shenehon's claim to recover these fees is based on the following legal claims:

FIRST COUNT - STATED ACCOUNT

9. Petitioner realleges paragraphs 1 through 8 herein.

10. On or about August 8, 2017, Respondent was indebted to Petitioner in the amount of \$45,433.65, pursuant to a stated account.

11. Although duly demanded, no part thereof has been paid.

SECOND COUNT - BREACH OF CONTRACT

12. Petitioner realleges paragraphs 1 through 11 herein.
13. Respondent breached its contractual obligation to pay Petitioner the aforesaid balance, resulting in damages to Petitioner in the amount of \$45,433.65.
14. Although duly demanded, no part thereof has been paid.

THIRD COUNT - QUANTUM MERUIT

15. Petitioner realleges paragraphs 1 through 14 herein.
16. Petitioner is entitled to compensation for the reasonable value of its services in performing and preparing its appraisal for the benefit of Respondent, which services were authorized by Respondent. The reasonable value of said services is \$45,433.65.
17. Although duly demanded, no part thereof has been paid.

FOURTH COUNT - UNJUST ENRICHMENT

18. Petitioner realleges paragraphs 1 through 17 herein.
19. By retaining the benefit of Petitioner's services, and by reason of Respondent's non-payment of the balance owing as of August 8, 2017, of \$45,433.65, Respondent has been unjustly enriched to the extent thereof and therefore owes Petitioner said amount of money,

which represents the value of said unjust enrichment.

WHEREFORE, Petitioner respectfully requests the Court to schedule its claim for trial, and, based upon the evidence to be presented at trial, requests judgment be entered for it and against Respondent for the sum of \$45,433.65, plus applicable interest, plus costs and disbursements.

**HALPERN LAW FIRM, PLLC**

Dated: October 12, 2018

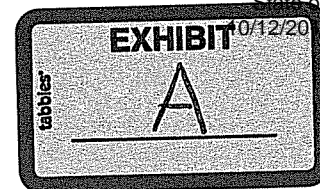
By: /s/ Mark R. Miller  
Mark R. Miller #0135380  
Attorneys for Petitioner  
400 Lumber Exchange Building  
10 South Fifth Street  
Minneapolis, MN 55402  
(612) 375-1980

Petitioner acknowledges that costs and disbursements, and reasonable attorneys and witness fees, may be awarded pursuant to Minnesota Statutes Section 549.211 to any party against whom allegations herein are asserted.

**HALPERN LAW FIRM, PLLC**

Dated: October 12, 2018

By: /s/ Mark R. Miller  
Mark R. Miller #0135380  
Attorneys for Petitioner  
400 Lumber Exchange Building  
10 South Fifth Street  
Minneapolis, MN 55402  
(612) 375-1980



**SHENEHON**  
BUSINESS & REAL ESTATE VALUATIONS

September 27, 2016

Estate of Prince Rogers Nelson  
c/o Ms. Laura Halferty  
Stinson Leonard Street LLP  
150 South Fifth Street, Suite 2300  
Minneapolis, MN 55402

RE: Proposal for Market Value Appraisals for the Estate of Prince Rogers Nelson  
Industrial Property at 8020 Park Place, Chanhassen, Minnesota  
Recording Studio at 7801 Audubon Road, Chanhassen, Minnesota  
Office Building at 99 Lake Drive East, Chanhassen, Minnesota  
Vacant Land at Aztec Drive (Address Unassigned), Eden Prairie, Minnesota

Dear Ms. Halferty:

We are pleased to submit a proposal to appraise the above-referenced properties for the intended use in estate tax preparation and filing. The valuation date of the appraisals will be April 21, 2016. Please keep in mind that an appraisal of the same property with a different valuation date constitutes a new assignment. We have included a budget in the event that an alternate valuation as of October 21, 2016, is needed. We understand that you are our client in this matter and responsible for ensuring our fees are paid in a timely manner. Your acknowledgement of the terms of this agreement is required before we begin the assignment. We understand that you have retained Stinson Leonard Street LLP as your legal counsel and by signing this agreement, you authorize Shenehon Company to discuss valuation issues with your legal counsel.

#### **SCOPE OF THE ASSIGNMENT**

We will identify the problem to be solved and determine the appropriate scope of work to produce credible assignment results. Scope of work is the type and extent of research and analysis for the appraisal assignment. Determining the scope of work is an ongoing process in an assignment. Information or conditions discovered during the course of an assignment might cause the appraiser to reconsider the scope of work. The appraisal will comply with the requirements and guidelines of the Uniform Standards of Professional Appraisal Practice (USPAP) as well as Standards set forth by the Internal Revenue Service (IRS). We understand that it will be necessary for me to sign required IRS forms with the filing of the estate tax returns.











































