

Court File No. 10-PR-16-46

STATE OF MINNESOTA
COUNTY OF CARVERDISTRICT COURT
FIRST JUDICIAL DISTRICT
PROBATE DIVISION

Court File No. 10-PR-16-46

In Re:

Estate of Prince Rogers Nelson,

**PETITION OF S & S DESIGN, LTD
FOR ALLOWANCE OF CLAIM**

S & S Design, Ltd. (“S & S Design”), (the “Petitioner”), hereby states the following in support of its petition for allowance of Petitioner’s Claim asserted on August 15, 2016.

1. **Claimant’s Information.** I am a claimant in this matter. My name and address are:

S & S Design, Ltd.
c/o Alex Skowron, Owner
8924 236th Avenue
Salem, WI 53168-9346

2. **Amount of Claim.** The decedent is Prince Rogers Nelson (the “Decedent”). The Decedent’s estate (the “Estate”) is indebted to Petitioner in the amount of \$50,000.00.

3. **Nature of Claim.** The nature of the claim is: Written contract for services including lighting design and production as modified by course of dealing. The nature and extent of the claim is set forth with greater particularity in Petitioner’s email correspondence dated May 6, 2016 directed to Tia Williams Sion at NPG Music Publishing and email correspondence dated August 15, 2016 directed to Attorney Cate Young at Stinson Leonard Street LLP, counsel for the Special Administrator (the “Notice of Claim”). On November 10, 2016, counsel for the Special Administrator mailed a Notice of Disallowance of Claim for the claims set forth in my email correspondence to NPG

Music Publishing dated May 6, 2016 and my email correspondence to Stinson Leonard Street LLP dated August 15, 2016.

4. **Date of Claim.** The Decedent died on April 21, 2016. The claim arose on or about October 1, 2015, prior to the Decedent's death.
5. **No Security Interest.** The claim is unsecured.
6. **Existence of Contract.** The claim is based on a contract and a course of dealing between the parties. The contract provides for the performance of professional lighting production design services. The contract includes for the accrual of interest.
7. **Due Date.** The claim was or will be due and payable immediately.
8. **Contingencies of Claim.** The claim is not contingent or unliquidated.
9. **Validity of Claim.** Petitioner was a known creditor by reason of written contract, a course of dealing between Petitioner and Decedent or entities controlled by Decedent, and a claim was presented as described in Paragraph 3 above.
10. Pursuant to this Court's Register of Actions, the deadline for submitting claims against the Estate was September 10, 2016.
11. Petitioner gave written notice of its contractual claims to the Special Administrator no later than August 15, 2016.
12. The Notice of Claim is adequate and sufficient notice of claim within the meaning of Minn. Stat. Sec. 524.3-804, as Petitioner emailed a written statement of its claim to counsel for the Special Administrator on August 15, 2016, indicating the basis of the claim. The email was in response to a May 5, 2016 request from NPG Music Publishing for invoice information. A copy of the emails are incorporated herein as Exhibit A.

13. Pursuant to Minn. Stat. Sec. 524.3-806, “failure of the personal representative to mail notice to a claimant of action on the claim for two months after the time of original presentation of the claim has expired has the effect of a notice of allowance.” See Minn. Stat. Sec. 524.3-806.
14. The Special Administrator did not formally object to the Notice of Claim, by disallowance of the claim or otherwise, within two months of the date of the Notice of Claim, as required under Minn. Stat. Sec. 524.03-806.
15. In fact, almost three (3) months after Petitioner submitted its Notice of Claim, the Special Administrator belatedly attempted to disallow Petitioner’s claim by letter and Notice of Disallowance of Claim dated November 10, 2016.
16. Notably, an August 31, 2016 email from Attorney Michelle Rehbein at Stinson Leonard Street, LLP acknowledged receipt of Petitioner’s Invoice 100115 dated October 1, 2015 in the amount of \$50,000.00 as well as the Lighting Design Production Agreement and further indicated that the invoice was under review. At the very least, the email correspondence directed to Attorney Cate Young at Stinson Leonard Street LLP which underlies the Notice of Claim was timely and received by counsel for the Special Administrator. See page 1 of Exhibit A.
17. Pursuant to the November 10, 2016 Notice of Disallowance of Claim, Petitioner’s claim will be barred unless a petition for allowance is filed with the Court or Petitioner commences a proceeding against the Special Administrator not later than two months after the mailing of the notice.
18. Petitioner now brings this petition pursuant to Minn. Stat. Sec. 524.3-806, and respectfully request that this Court declare the allowance of Petitioner’s claim.

19. **Claim Already Allowed as a Matter of Law.** The Special Administrator's failure to timely disallow the claim for which Petitioner gave notice by email correspondence dated May 6, 2016 and August 15, 2016 had the legal effect of an allowance of the claim pursuant to Minn. Stat. Sec. 524.3-806, subject to Petition for Disallowance of Claim Previously Allowed. Petitioner was a known creditor for purposes of giving notice and did not receive notice. In the alternative, Petitioner should be given leave to make a late claim on the grounds that there will be no prejudice to the Estate and indeed a benefit to the Estate by reason of permitting Petitioner's claim, as well as because leave to file a late claim is to be freely granted.
20. **Further Particulars of Petitioner's Claim.** Petitioner was contacted by representatives of Decedent in August of 2015 for professional lighting production design and execution for a musical tour of Decedent. The agreed upon design fee was \$50,000 and covered design, intellectual property, drafting, renders and revisions of design for lighting production programming for 30 songs on Decedent. Petitioner and associates worked 12-18 hour days in a rush fashion to design the lighting for American and European tours. The design was then programmed in the Petitioner's production facility and presented to the Decedent. Revisions to the design were made on feedback from Decedent. Per the Decedent's request, lighting design was incorporated into his acrylic band gear, drums and keyboard. After Petitioner arranged American and European lighting contractors to execute the design for the tour, the project was abruptly canceled and Petitioner was never paid. After the Decedent's death, Petitioner was contacted by NPG Music Publishing regarding the outstanding invoice for \$50,000 but has not been paid.

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21. In conclusion, Petitioner respectfully requests an Order declaring that Petitioner's claim asserted on May 6, 2016 and August 15, 2016 is allowed.
22. I declare under penalties of perjury that this Petition has been examined by me and that its contents are true, accurate, and complete to the best of my information, knowledge and belief. I further affirm that I am duly authorized to make this Petition on behalf of Petitioner.

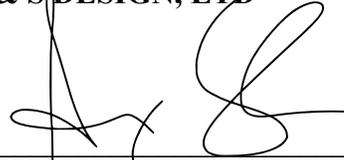
WHEREFORE, I request the Court to enter an order to formally:

1. Allow the claim asserted above; and
2. Grant other appropriate relief.

I declare under the penalties for perjury that this petition, including all attached Exhibits, has been examined by me and that its contents are true, accurate, and complete to the best of my information, knowledge, and belief.

Dated: July 6, 2017

S & S DESIGN, LTD



By: Alex Skowron, Petitioner
Its: Owner

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