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July 23, 2018

FILED UNDER SEALRichard B. Solum
Minn. District Court Judge (ret.)
Dorsey & Whitney Partner (ret.)
2950 Dean Parkway, #2502 (home)
Minneapolis, MN. 55416Re: Matter of Estate of Prince Rogers Nelson
Court File No.: 10-PR-16-46

Dear Honorable Judge Solum:

Tyka Nelson through her attorney submits this objection to the fee request by Cozen O'Conner to the extent that any fees above and beyond those approved by the estate are sought against Ms. Nelson. As the court knows, Tyka Nelson was a client of Cozen O'Conner prior to obtaining current counsel. Since her engagement with Cozen O'Conner, Ms. Nelson has never received an invoice. She will be prepared to testify to this under oath. As such, Ms. Nelson wishes to direct this court to absolve Ms. Nelson of any payment of legal fees or otherwise postpone the request.

TYGA NELSON HAS NOT RECEIVED ANY BILLING STATEMENTS: The account-stated doctrine is an alternative means of establishing liability for a debt other than recovery pursuant to a contract claim. Am. Druggists Ins. v. Thompson Lumber Co., 349 N.W.2d 569, 573 (Minn.App.1984). An account stated is a manifestation of an agreement between a debtor and a creditor that a stated amount is an accurate computation of an amount due. Cherne Contracting Corp. v. Wausau Ins. Cos., 572 N.W.2d 339, 345 (Minn.App.1997), review denied (Minn. Feb. 19, 1998). It constitutes prima facie evidence of the debtor's liability and can be challenged only by a showing of fraud or mistake. Erickson v. Gen. United Life Ins. Co., 256 N.W.2d 255, 259 (Minn.1977). "A party's retention without objection for an unreasonably long time of a statement of account rendered by the other party is a manifestation of assent." Lampert Lumber Co. v. Ram Constr., 413 N.W.2d 878, 883 (Minn.App.1987).

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Here, Ms. Nelson has not reviewed or consented to any of the bills. While Ms. Nelson does not object to Cozen O'Conner's request for fees and takes no position at this time regarding the reasonableness of the work and fees, she desires this court to limit the fee request to the estate due to Cozen O'Conner's outdated account stated claim and preserves her defense for any future direct action against her.

Sincerely,

/s/ Lee A. Hutton, III

Lee A. Hutton, III

LAH/jlp

cc: All counsel of record (via efile)