

Rodney H. Dixon
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FILED
JUN 27 2016
CARVER COUNTY COURTS

Pro Per

STATE OF MINNESOTA, COUNTY OF CARVER
CARVER COUNTY DISTRICT COURT

Case No. 10-PR-16-46

Rodney Herachio Dixon

Petitioner

Vs.

Bremer Trust (Special Administrator)

The Estate of Prince Rogers Nelson

Paisley Park Estate, et al

Does 1 – 99

Respondent(s)

**FOURTH DECLARATION IN RESPONSE TO
MOTION TO DISMISS BY BREMER TRUST
IN RESPONSE TO PETITION FOR
ALLOWANCE BY RODNEY H. DIXON;
AND PETITIONER MOTION FOR
SUMMARY JUDGMENT**

1 FOURTH DECLARATION IN RESPONSE TO MOTION TO DISMISS BY BREMER TRUST
2 IN REPONSE TO PETITION FOR ALLOWANCE BY RODNEY H. DIXON;
3 AND PETITIONER MOTION FOR SUMMARY JUDGMENT
4

5 This Fourth Declaration of Rodney H. Dixon is in response to Motion to Dismiss by
6 Bremer Trust in Response to Petition for Allowance by Rodney H. Dixon; And Petitioner
7 Motion for Summary Judgment in the Carver County District Court in regard to the claims of
8 Rodney H. Dixon for the ownership of intellectual properties alleged to be owned by Prince
9 Rogers Nelson at his time of death, and the amount of \$1 billion as a result of a true contract
10 under the law by Rodney H. Dixon and Prince Rogers Nelson.
11

12 This Fourth Declaration is included in conjunction with Rodney H. Dixon's First,
13 Second, and Third Declarations filed on or about April 27, 2016, May 11, 2016, and June 13,
14 2016 with attachments thereof.
15

16 *1. INTRODUCTON - ASSERTIONS AND CONTENTIONS*

17 Rodney H. Dixon filed a contract claim for \$1 Billion and all the intellectual properties
18 owned and controlled by decedent Prince Rogers Nelson against the Estate of Prince Rogers
19 Nelson in accordance with Minn. Statute Section 524.8, Minn. Statute Section 524.7, Minn.
20 Statute Section 524.32, and a host of other statutes and codes in accordance with Minnesota and
21 California State Laws; and Federal Law that direct courts to a two prong test in which the second
22 prong constitutes a true and valid contract to be described in greater detail below.
23

24 Therefore the matter at-issue regarding the claims made by Rodney H. Dixon are contract
25 claims. The question is, does the claims of Mr. Dixon pass the second prong test for a true
26 contract? Does Mr. Dixon submit documentation to support his claims?
27
28

1 Bremer Trust have responded to said contract claim with a Notice of Disallowance of the
2 Claims, with the contention that the claims are “disallowed in its entirety because the claim has
3 no basis in law or fact.”
4

5 After Mr. Dixon refuted these contentions and moved the court to order Bremer Trust to
6 show cause, Bremer Trust changed its direction and focused on a motion to dismiss that lacked
7 service of process. After Mr. Dixon stated he had never been in receipt of said motion, Bremer
8 Trust emailed the motion to Mr. Dixon on June 17, 2016.

9
10 The contentions of Bremer Trust in regard to its motion to dismiss is centered on the
11 contentions that Mr. Dixon’s contract claims should be dismissed “for failure to state a claim
12 upon which relief may be granted pursuant to Minnesota Rule of Civil Procedure 12.02(e).
13 Bremer Trust centers this argument on 17 U.S.C. § 204(a).

14 Mr. Dixon asserts that Bremer Trust has failed to understand the two prong test as described
15 in this and previous declarations. Therefore, at-issue in this matter is simply whether universally
16 accepted implied-in-fact agreements by courts are recognized by the Carver County District
17 Court. If universal acceptance of true contracts are recognized by the Carver County District
18 Court, Mr. Dixon’s claims should be allowed and summary judgment awarded. If universal
19 acceptance of true contracts are not recognized by the Carver County District Court, Mr. Dixon
20 claims should be disallowed and dismissed.
21

22
23 If disallowed and dismissed, Carver County District Court would have and render an
24 interpretation of the governance of creative works and true contracts relating to creative works
25 different than any other court of competent jurisdiction in the United States of America; and Mr.
26 Dixon would never receive anything for his creative works which is unlawful when expectation
27 of payment has incurred under the law.
28

1 The universal acceptance of implied-in-fact agreements related to this matter are that they are
2 constituted as “true contracts.” Based on this universal application Rodney H. Dixon and Prince
3 Rogers Nelson entered into a true contract, and Mr. Dixon submitted a claim for the payment
4 thereof from the Estate of Prince Rogers Nelson in accordance with Minnesota and other
5 applicable laws.
6

7 Therefore, Mr. Dixon asserts that the purported defenses of Bremer Trust have failed to
8 invalidate a true contract.
9

10 *2. BREMER TRUST CONTENTIONS*

11 On or about June 2, 2016, Bremer Trust filed a Notice of Disallowance of Claims against
12 Rodney H. Dixon. The purported defenses of Bremer Trust states “is disallowed in its entirety
13 because the claim has no basis in law or fact.”
14

15 On or about June 10, 2016, Bremer Trust was served with Mr. Dixon’s Third Declaration In
16 Support of Petition for Allowance of Claims of Rodney H. Dixon and Motion for Bremer Trust
17 to Show Cause for its Purported Defenses in response to its Notice of Disallowance.

18 Accordingly, Mr. Dixon also states, “Rodney H. Dixon moves the court to order Bremer Trust to
19 ‘Show Cause’ as to its defensive posture against an implied-in-fact-agreement, by presenting
20 evidence that Prince Rogers Nelson did not agree to abide by the claims made by Rodney H.
21 Dixon.”
22

23 On or about June 14, 2016, Rodney H. Dixon and legal counsel for Bremer Trust received
24 notice from the court in the following: “We have received Mr. Dixon’s claim against the Estate
25 of Prince Rogers Nelson. Judge Eide has asked me to put together a scheduling order. Can you
26 give me some idea of timeframes you’d like for discovery, dispositive and non-dispositive
27 motion deadlines, etc?”
28

1 On or about June 17, 2016, Rodney H. Dixon received a Motion to Dismiss by Bremer Trust
2 via email titled "Bremer Trust's Motion to Dismiss Rodney Herachio's Dixon's Purported Claim
3 against the Estate of Prince Rogers Nelson.
4

5 The purported defenses of Bremer Trust according to its motion to dismiss is based on the
6 following: "Mr. Dixon should not be permitted to participate in this matter because he has no
7 legally cognizable claim against Prince's estate, and Mr. Dixon's claim against Prince's estate
8 should be dismissed for failure to state a claim upon which relief may be granted pursuant to
9 Minnesota Rule of Civil Procedure 12.02(e)."
10

11 *3. RODNEY H. DIXON'S ASSERTIONS*

12 Rodney H. Dixon asserts that he has filed claims in accordance with at least Minnesota and
13 California Laws that are universally accepted by courts throughout the United States of America
14 at the State and Federal levels. Therefore, Rodney H. Dixon asserts that he and Prince Rogers
15 Nelson entered into a true contract for the amount of \$1 billion; and for sole and exclusive
16 ownership rights to all Intellectual Properties alleged to be solely owned and controlled by Prince
17 Rogers Nelson at his time of death.
18

19 *4. BREMER TRUST PURPORTED DEFENSES*

20 As best as Rodney H. Dixon is able to surmise it appears that Bremer Trust is contending that
21 Mr. Dixon's claim of a true contract with Prince Rogers Nelson is not a legally cognizable claim
22 against Prince's estate.
23

24 Bremer Trust has cited Minnesota Rule of Civil Procedure 12.02(e) to support its purported
25 defense of Mr. Dixon's claim of a true contract with Prince Rogers Nelson. However, as stated in
26 Minnesota Rule of Civil Procedure 12.02 "Every defense, in law or fact, to a claim for relief in
27 any pleading, whether a claim, counterclaim, cross-claim, or third-party claim, shall be asserted
28

1 in the responsive pleading thereto if one is required, except that the following defenses may at
2 the option of the pleader be made by motion.” Therefore, Bremer Trust has selected Minnesota
3 Rule of Civil Procedure 12.02(e) “failure to state a claim upon which relief can be granted.”
4

5 Notwithstanding, prior to Mr. Dixon’s receipt of Bremer Trust Motion to Dismiss, Mr.
6 Dixon had already served and filed with the court a Petition for Allowance of Claims; and
7 Motion for Bremer Trust to Show Cause. Therefore, as best as Mr. Dixon can ascertain Bremer
8 Trust’s motion to dismiss is their means of showing cause.

9 Therefore, Mr. Dixon hereby asserts that the alleged filing of Bremer Trust on or about April
10 29, 2016, motion to dismiss, lacked service of process prior to its filing. The court is aware of
11 this fact. Mr. Dixon received the motion to dismiss filed by Bremer Trust on June 17, 2016. Mr.
12 Dixon accepts that the motion to dismiss received from Bremer Trust on June 17, 2016 is Bremer
13 Trust’s attempt to show cause.
14

15 Mr. Dixon believes and asserts that Bremer Trust’s motion to dismiss is its attempt to show
16 cause, based on Minnesota Rule of Civil Procedure 12.02(c) – Insufficiency of Process. It is
17 hereby asserted by Mr. Dixon that the Bremer Trust’s filed motion to dismiss cannot be
18 construed as an April 29, 2016 filing as it relates to Mr. Dixon, due to insufficiency of process.
19 However, Mr. Dixon is willing to accept receipt of Bremer Trust motion to dismiss on June 17,
20 2016.
21

22 Minnesota Rule of Civil Procedure 12.02 also states the following: “If, on a motion asserting
23 the defense that the pleading fails to state a claim upon which relief can be granted, matters
24 outside the pleading are presented to and not excluded by the court, the motion shall be treated as
25 one for summary judgment and disposed of as provide in Rule 56, and all parties shall be given
26 reasonable opportunity to present all material made pertinent to such a motion by Rule 56.
27
28

1 Mr. Dixon believes and herein asserts that Bremer Trust's motion to dismiss and Notice of
2 Disallowance both fail to defend against Mr. Dixon's claims for a true contract with Prince
3 Rogers Nelson regardless of its date of filing in accordance with Minnesota Rule of Civil
4 Procedure 12.02.
5

6 Minnesota Rule of Civil Procedure 12.02 does not set-aside Mr. Dixon's assertion of an
7 Implied-in-fact-agreement constituted as a true contract with Prince Rogers Nelson. Instead
8 Minnesota Rule of Civil Procedure 12.02 governs the process of moving forward after a motion
9 to dismiss is filed; such as the ability of parties to present material pertinent to such a motion.
10

11 Therefore, regardless of the actual timeframe of the filed Bremer Trust motion to dismiss, it
12 is Bremer Trust that must meet the test required by the claim of a true contract between Rodney
13 H. Dixon and Prince Rogers Nelson. The fact that the motion was not received until June 17,
14 2016, which makes it impossible to be considered a filing of April 29, 2016 in regard to Mr.
15 Dixon, constitutes its motion to dismiss as an attempt to show cause.
16

17 Notwithstanding, the narrow scope defined by Bremer Trust in its contention relating to 17
18 U.S.C. § 204(a), is misaligned with Minnesota Section 524.2-701, regarding the scope of
19 implied-in-fact agreements. A true contract that is universally accepted by the courts throughout
20 the United States of America at the State and Federal levels places the burden on Bremer Trust to
21 assert an alternative intention of Prince Rogers Nelson that contrasts with the claims asserted by
22 Rodney H. Dixon.
23

24 In regard to Minnesota 524.2-701 which states; "In the absence of finding a contrary
25 intention, the rules of construction in this part control the construction of a governing instrument.
26 The rules of construction in this part apply to a governing instrument of any type, except as the
27
28

1 application of a particular section is limited by its terms to a specific type or types of provisions
2 or governing instrument.” (1975 c 347 s 22) (1994 c 472 s 57).

3
4 *5. BREMER TRUST FAILED DEFENSES*

5 In regard to its motion to dismiss Bremer Trust states “Any transfer of copyright ownership
6 must be in writing, and Mr. Dixon does not allege that any such writing exists. Bremer Trust
7 applies this theory with its narrow scope and interpretation of 17 U.S.C. § 204(a).

8 Bremer Trust continues, (“A transfer of copyright ownership, other than by operation of law,
9 is not valid unless an instrument of conveyance, or a note or memorandum of the transfer, is in
10 writing an signed by the owner of the rights conveyed or such owner’s duly authorized agent.”)
11 Indeed, Mr. Dixon claims that he owns Prince’s intellectual property not based on any written
12 document but instead “[b]ased on a verbal and implied agreement.” – Because Dixon has not
13 alleged facts that – even if true – would constitute a valid transfer of copyrights, Dixon has failed
14 to properly state a claim of ownership of any of Prince’s copyrights.”
15

16
17 *6. RODNEY H. DIXON COMPETITNG ARGUMENTS*

18 Mr. Dixon believes and asserts that it appears Bremer Trust have centered its defenses on 17
19 U.S.C. § 204(a) in error. Notwithstanding, as it relates to an Implied-in-fact-agreement, Bremer
20 Trust have failed to acknowledge or properly defend against the following: Minnesota Statute
21 Sections 524.7, 524.8, 524.32, 524.39, 524.40, 524.3-804, 524.3-806, 524.3-807 / Cal Civ Code
22 of Procedure Sections 1619, 1620, 1621, 1622, 3509, 3519, 3521, 3522, 3528, 3529, 3531, 3541
23 and 3545.
24

25 Additionally, Mr. Dixon has cited *Desny v. Wilder* in a 1956 Supreme Court of California
26 ruling “recognizing an implied contractual right to compensation when a writer submits material
27 to a producer with the understanding the writer will be paid if the producer uses the concept.”
28

1 Even though copyright protection does not extend to ideas under 17 USC Section 102, the
2 preemption aspect of copyright law does extend to state law that attempts to protect ideas. The
3 court indicated that most litigation focuses on the second prong of the preemption test. To
4 survive preemption, a state cause of action must assert rights that are qualitatively different from
5 the rights protected by copyright. An extra element can make the qualitative difference that
6 prevents that preemption principle from applying. In *Desny*, the extra element was “an
7 agreement to pay for the use of the disclosed ideas.”
8

9
10 Mr. Dixon believes and asserts that the surviving element of the preemption test has been met
11 by Mr. Dixon and as such he must be paid in accordance with the agreement that was made with
12 Prince Rogers Nelson.

13 Mr. Dixon has always asserted that he and Prince had a \$1 Billion agreement and as such Mr.
14 Dixon would receive pay for the use of his ideas. Regardless of who owns the copyrights today
15 the amount of \$1 Billion has to be paid in order for the contract to be fulfilled under the law.
16

17 As the courts have accepted, “An implied agreement of payment for the use of a concept is a
18 personal agreement between the parties and can only be effective between the parties. Such an
19 agreement contrasts with and is unlike the public monopoly created by copyright law. A
20 contract’s purpose is to provide greater protection than is available under the Copyright Act. The
21 *Desny* ruling allows creators to share their concepts and ideas “with the understanding that they
22 are not being given away for free.” The court noted that without the protection provided by
23 *Desny*, there would be very little protection for some potentially valuable creative resources.”
24

25 Additional universally accepted arguments by the courts are, “Contract law, whether through
26 express or implied-in-fact contracts, is the most significant remaining state-law protection for
27
28

1 literary or artistic ideas. The duty of trust of the confidential relationship is an extra element in
2 the breach of confidence claim that makes it qualitatively different from a copyright claim.”

3
4 Mr. Dixon believes and asserts that although courts choose to focus on the second prong,
5 Bremer Trust chose to focus on the first prong, in error. It is recognized by the Courts that in the
6 event Mr. Dixon never received the \$1 billion agreed to and entered with Prince Rogers Nelson,
7 the implied-in-fact-agreement is the second prong that constitutes a true contract and \$1 Billion
8 is owed and due.

9
10 As the courts have reasoned, “Two theories of recovery have been pressed on the California
11 Supreme Court relating to cases involving creative works agreements. Two theories of recovery
12 have been pressed on the court: (1) wrongful appropriation of infringement of copyright (i.e.,
13 that copyright in a writers unpublished work which is preserved by section 2 of the Federal
14 copyright statute for protection by the States); (2) breach of contract – express, implied-in-fact,
15 or implied-in-law – ground in one way or another on the supposed relationship dealings between
16 the parties.”

17
18 The courts have reasoned that a “contract-implied-in-fact – consists of obligations arising
19 from a mutual agreement and intent to promise where the agreement and promise have not been
20 expressed in words. Such contracts are implied from the facts and circumstances showing a
21 mutual intent to contract, and may arise by the conduct of the parties. A contract implied in fact
22 is a true contract.”

23
24 Bremer Trust purported defenses centering on tits narrowly argued scope and narrow
25 interpretation of 17 U.S.C. § 204(a) is in error, and as such Bremer Trust have failed to invalidate
26 any of the claims against a true contract between Rodney H. Dixon and Prince Rogers Nelson.
27 Notwithstanding, the lawsuit filed by Mr. Dixon against Prince Rogers Nelson in the California
28

1 Courts contains written provisions of the contract terms acknowledged by the execution of Jerry
2 Edelstein, attorney-at-law for Prince Rogers Nelson, by signature as his duly authorized agent in
3 accordance with 17 U.S.C. § 204(a).
4

5 Therefore, if both prong one and prong two are needed to secure both \$1 Billion and all the
6 intellectual properties in the Prince Estate, both prongs are fulfilled by Mr. Dixon's pleadings
7 and case history in this matter.

8 *7. PRINCE ROGERS NELSON ACCEPTANCE OF MR. DIXON'S CLAIMS*

9 Bremer Trust contends "in the absence of any valid and enforceable judgment against
10 Prince, in no way gives Mr. Dixon any rights to any assets in Prince's estate. – Dixon's claim
11 cannot succeed, because, like a transfer of copyright, a will to transfer property after death must
12 also be in a written document signed by the testator. Minn. Stat. § 524.2-502."
13

14 It appears, Bremer Trust has misaligned the claim of a true contract that took place prior
15 to the death of Prince Rogers Nelson with a code that describes wills submitted after death. As
16 such, Minn. Stat. § 524.2-502 is a code based on the Execution; Witnessed Wills. The code
17 states, "except as provided in sections 524.2-506 and 524.2-513, a will must be: (1) in writing;
18 (2) signed by the testator or in the testator's name by some other individual in the testator's
19 conscious presence and by the testator's direction or signed by the testator's conservator
20 pursuant to a court order under section 524.5-411.
21

22 Being that Minn. Stat. § 524.2-502 is based on wills and court orders, Jerry Edelstein,
23 attorney-at-law, representing Prince Rogers Nelson signed documents in the California matter
24 containing the terms of ownership transfer in response to a court order. Specifically, Mr. Dixon
25 directed Prince to remain silent to collect on his inheritance; and the court ordered Mr. Dixon to
26 provide proof of service. Not that Mr. Dixon is choosing the affidavit of heirship roadmap.
27
28

1 Notwithstanding, Minn. Stat. § 524.2-502 does not invalidate a true agreement entered
2 into prior to the death of a contracting party regardless. Mr. Dixon asserts that Bremer Trust have
3 again misaligned a Minnesota Statute being that no will is at-issue in this matter unless there is a
4 new legal discussion as to whether or not the terms in the pleadings that were executed by Jerry
5 Edelstein, attorney-at-law, for Prince Rogers Nelson is the will that is missing? Nevertheless, the
6 lack of a discussion therewith would not invalidate a true contract between Rodney H. Dixon and
7 Prince Rogers Nelson. However, if that conversation is worth having it is then that Minn. Stat. §
8 524.2-502 would become applicable. Nonetheless with or without the conversation of a will
9 there is no plausible detriment to Mr. Dixon's claims from Bremer Trust's posturing with Minn.
10 Stat. § 524.2-502. As the courts have recognized in (*Kraft Power Corporation v. Merrill*, 981
11 N.E.2d 671 (Mass. 2013). Contract claims typically survive regardless of the application of a
12 will.
13
14

15
16 Additionally, a Fraudulent Transfer claim filed against Prince Rogers Nelson and
17 Warner Bros. Records in 1994, without a dismissal against Prince Rogers Nelson, whether or not
18 a default judgment exists or not, does not set-aside the existence of Rodney H. Dixon as a future
19 creditor. (*Rush University Medical Center v. Sessions*, 980 N.E.2d (Ill. 2012)).
20

21 *8. THE POINT OF FORMAL PROCEEDINGS IN PROBATE*

22 The courts have recognized that the point of a Formal Proceeding is to help to ensure that
23 the estate is properly settled and everything that ought to be done gets done. This is also the point
24 described in California Code of Civil Procedure Section 3539 which states, "That which ought to
25 have been done is to be regarded as done, in favor of him to whom, against whom performance is
26 due." Therefore the point of a formal proceeding in this case is to make sure that which ought to
27 be done gets done.
28

1 The evidence agrees that Prince Rogers Nelson submitted to the claims made by Rodney
2 H. Dixon for the amount of \$1 Billion Dollars and all intellectual property rights. The
3 submission was executed by Jerry Edelstein, attorney-at-law. Therefore, the point of a formal
4 proceeding is to make sure that which was agreed upon by Rodney H. Dixon and Prince Rogers
5 Nelson gets done in order for the estate to be settled. Without payment to Mr. Dixon no other
6 person has the right to use the creative works of Mr. Dixon. Prince agreed to use the creative
7 works of Mr. Dixon and was in fact the one to initiate the agreement with Mr. Dixon. All that is
8 remaining is for the Prince Estate to pay \$1 Billion and hand over the intellectual property rights
9 to Mr. Dixon.
10
11

12 Mr. Dixon did not have an agreement with anyone other than Prince for usage thereof.
13 Without payment, Mr. Dixon owns all of the creative works solely and exclusively. Therefore, if
14 Bremer Trust or anyone else wants to own Prince's intellectual property they must pay Mr.
15 Dixon \$1Billion. Prince did not have \$1B to pay, therefore he agreed to terms to secure its
16 obligation thereof by submitting ownership of intellectual properties that both men had a hand in
17 creating. Therefore, the point of a formal proceeding is to come to terms with how to pay Mr.
18 Dixon to settle the estate?
19

20 *9. BREMER TRUST CONTENDS A JUDGMENT IS NEEDED FIRST*

21 Bremer Trust contends a valid enforceable judgment is needed for Mr. Dixon to claim
22 "any" assets in Prince's estate. Quite the contrary is true. In accordance with Minnesota Law
23 Section 524.8 it states "claims include liabilities of the decedent whether arising in contract or
24 otherwise and liabilities of the estate which arise after the death of the decedent including funeral
25 expenses and expenses of administration."
26
27
28

1 Minnesota Law does not mandate that a pre-judgment from a court of competent
2 jurisdiction must take place in order for a Claimant to submit and collect upon a contract claim
3 against a decedent's estate. In fact, Minnesota Law does not mandate that a pre-judgment for
4 claims ever need to be submitted to any court at all before its submission into a Probate matter.
5

6 Notwithstanding, in accordance with Minnesota Law Section 524.1-104 – Severability – “If
7 any provision of this chapter or the application thereof to any person or circumstances is held
8 invalid, the invalidity shall not affect other provisions or applications of the chapter which can be
9 given effect without the invalid provision or application, and to this end the provision of this
10 chapter are declared to be severable. (1974 c 442 art 1 s 524.1-104).
11

12 Additionally, as stated in Minnesota Law Section 524.2-105(ii), “Any transfer in which the
13 decedent created a general power of appointment over income or property exercisable by the
14 decedent alone or in conjunction with any other person, or exercisable by a non-adverse party.
15 The amount included with respect to a power over property is the value of the property subject to
16 the power, and the amount included with respect to a power over income is the value of the
17 property that produces or produced the income, to the extent in either case that the property
18 passed at the decedent's death to or for the benefit of any person other than the decedent's estate
19 or surviving spouse. If the power is a power over both income and property and the preceding
20 sentence produces different amounts, the amount included is the greater amount.”
21
22

23 Mr. Dixon asserts that a true contracts exists between himself and Prince Rogers Nelson. As
24 previously stated “Two theories of recovery have been pressed on the court: (1) wrongful
25 appropriation of infringement of copyright (i.e., that copyright in a writers unpublished work
26 which is preserved by section 2 of the Federal copyright statute for protection by the States); (2)
27
28

1 breach of contract – express, implied-in-fact, or implied-in-law – ground in one way or another
2 on the supposed relationship dealings between the parties.”

3 The implied-in-fact rules states, “Contract-implied-in-fact – consists of obligations arising
4 from a mutual agreement and intent to promise where the agreement and promise have not been
5 expressed in words. Such contracts are implied from the facts and circumstances showing a
6 mutual intent to contract, and may arise by the conduct of the parties. A contract implied in fact
7 is a true contract.”

8
9 Mr. Dixon has gone on record to specify multiple acts of conduct by Prince Rogers Nelson in
10 order to highlight an implied-in-fact-agreement exists between Rodney H. Dixon and Prince
11 Rogers Nelson, including the terms in the lawsuit executed by Jerry Edelstein, attorney-at-law
12 for the decedent and agreeable statements made by the decedent after the fact.

13
14 As a viable contention, Bremer Trust must specify acts of conduct by Prince Rogers Nelson
15 that highlight a true contract does not exist between Rodney H. Dixon and Prince Rogers Nelson.
16 Bremer Trust must present evidence to suggest an alternative reality.

17
18 Minnesota Law Section 524.8 states “claims include liabilities of the decedent whether
19 arising in contract or otherwise and liabilities of the estate which arise after the death of the
20 decedent including funeral expenses and expenses of administration.”

21
22 Mr. Dixon has expressed and filed documents with attachments including but not limited to
23 words in interviews and songs of Prince Rogers Nelson that mirror image the claims made by
24 Mr. Dixon as an acceptance of these claims.

25
26 Notwithstanding, most of these statements made by Prince Rogers Nelson whether by his
27 lyrics featured on his music or in interviews were conducted before and after the lawsuit filed by
28 Mr. Dixon. Even so, Prince Rogers Nelson continued to use creative concepts of Mr. Dixon after

1 the filing of the California lawsuit, and strategically highlighted these facts to the world as
2 specified in Mr. Dixon's Third Declaration.

3
4 10. *THE ROLE OF JERRY EDELSTEIN-ATTORNEY-AT-LAW*

5 California Civil Code of Procedure Section 3519 states, "He who can and does not forbid that
6 which is done on his behalf, is deemed to have bidden it."

7 Additionally, California Civil Code of Procedure Section 3529 states, "that which ought to
8 have been done is regarded as done, in favor of him to whom, and against him from whom
9 performance is due."

10
11 Therefore, the lack of a previous judgment against Prince Rogers Nelson does not eliminate
12 the elements of the law that exists for a true contract to be collected upon in Probate Matters. The
13 fact of the matter is Prince did not forbid Jerry Edelstein, attorney-at-law, from submitting to the
14 claims of Rodney H. Dixon and as such it is deemed that Prince Rogers Nelson has bidden the
15 submission for the benefit of Mr. Dixon, and against himself (CCP Section 3519).

16
17 It appears that Bremer Trust may be willing to suggest the ethics of Jerry Edelstein may be
18 at-issue which is a very reckless and dangerous assertion. As it relates to Jerry Edelstein,
19 attorney-at-law, in regard to this matter, applicable case law for service process states, "An
20 attorney's neglect of his clients' case was found to be willful after the attorney failed to serve the
21 complaint on a defendant for three years. See Arden v. State Bar (1987) 43 Cal.3d 713, 239
22 Cal.Rptr. 68, 739 P.2d 1236.

23
24 The state bar found that the act was a conscious disregard of the requirements of professional
25 diligence and good judgment and could not be said to have resulted from mere inadvertence or
26 mistake. Arden v. State Bar (1987) 43 Cal.3d 713, 239 Cal.Rptr. 68, 739 P.2d 1236.

1 It is a violation of the ethical duties of attorney to fail to perform a legal service for which
2 attorney has been retained and to willfully fail to communicate with a client. See *Lister v. State*
3 *Bar* (1990) 51 Cal.3d 1117, 275 Cal.Rptr. 802, 800 P.2d 1232
4

5 Perhaps Bremer Trust is suggesting that Jerry Edelstein's submission to the claims of Rodney
6 H. Dixon is in contrast to the direction of Prince Rogers Nelson. Or, perhaps Bremer Trust is
7 suggesting that Jerry Edelstein violated his ethical duties to Prince. Perhaps Bremer Trust is
8 suggesting Jerry Edelstein is responsible for the payment of \$1 Billion to Rodney H. Dixon
9 based on a violation of ethical duties and negligence.
10

11 Notwithstanding, Bremer Trust have not brought forth any evidence that implies Jerry
12 Edelstein, attorney-at-law, failed in his fiduciary duties to Prince Rogers Nelson. Therefore, as
13 Mr. Dixon has continually asserted, Prince Rogers Nelson willfully submitted to the claims of
14 Rodney H. Dixon. Therefore the contract terms described in the California Lawsuit and
15 articulated in the Carver County District Court over four declarations with attachments thereof
16 are showcased contract terms in writing that were accepted by Prince Rogers Nelson.
17

18 Therefore, that which ought to have been done (payment of \$1B to Rodney H. Dixon and all
19 intellectual properties owned and controlled by Prince) is regarded as done, in favor of Rodney
20 H. Dixon, against Prince Rogers Nelson from whom performance is due under the law in
21 accordance with CCP 3529.
22

23 11. *BREMER TRUST FINAL CONTENTION IN ITS MOTION TO DISMISS*

24 Bremer Trust has stated, "In sum, Mr. Dixon has no valid claim to any financial or property
25 interest in Prince's estate. Accordingly, because Mr. Dixon has no legally cognizable claim to
26 any assets of Prince's estate, Mr. Dixon's request to participate should be denied and his
27 purported claim against the estate should be dismissed."
28

1 It appears that Bremer Trust sums up its entire defense based on the premise of 17 U.S.C.
2 § 204(a), and does so in error. The defensive posture posed by Bremer Trust fails to defend
3 against the claims of Mr. Dixon specifically, and in the manner prescribed by law. As it has been
4 clearly noted time and time again the premise of this matter is centered on an Implied-in-fact-
5 agreement, and also includes written terms that were executed by Prince's duly authorized agent.
6 Therefore, whether employing prong one and/or prong two this matter is based on a true
7 contract.
8

9 Mr. Dixon have not been paid in accordance to the terms of the contract. As such, Mr.
10 Dixon is owed \$1 Billion. Since Prince did not have \$1B to pay he submitted to the claims of
11 his entire estate. As it states in California Civil Code Section 3522, "He who grants a thing is
12 presumed to grant also whatever is essential to its use."
13

14 Notwithstanding, Mr. Dixon is aware of the burden placed on Bremer Trust as a Special
15 Administrator. Mr. Dixon understands the legal requirement of a special administrator to do its
16 due-diligence to conservatively and diligently survey each and every claim made against the
17 estate. Therefore, Bremer Trust mailed a Notice of Disallowance and emailed a Motion to
18 Dismiss to Mr. Dixon in regard to its due-diligence requirement.
19

20 Notwithstanding, both actions fail the test to contend against the claims of Rodney H.
21 Dixon. This fact holds no bearing on the position of Bremer Trust as Special Administrator. This
22 fact only bears witness to the fact that Bremer Trust has done its job as best as it can. Although,
23 Bremer Trust have moved to make void the claims of Mr. Dixon. It is stated in California Civil
24 Code Section 3541, "An interpretation which gives effect is preferred to one which makes void."
25

26 Therefore, Bremer Trust cannot make void the actual claims made by Mr. Dixon without
27 addressing the matter at-issue, and overcoming the issue with facts supported by evidence. The
28

1 center point at-issue is that a true contract was made between Rodney H. Dixon and Prince
2 Rogers Nelson. Mr. Dixon's assertion that a true contract does exist with Prince Rogers Nelson
3 is supported by law and fact with supporting evidence thereof, in contrast to the contentions
4 offered by Bremer Trust without any evidence whatsoever.
5

6 *12. BREMER TRUST – SERVICE OF PROCESS – TO RODNEY H. DIXON*

7 Bremer Trust attempted to file a Motion to Dismiss on April 29, 2016 without Service of
8 Process to Rodney H. Dixon. Therefore, its Motion to Dismiss was filed prematurely and
9 although a failure to secure service of process does not invalidate the motion to dismiss, it does
10 highlight the fact it cannot be valid under Minnesota Law until June 17, 2016, when actually
11 received by Mr. Dixon.
12

13 In its motion to dismiss Bremer Trust selectively and narrowly focused on 17 U.S. Code
14 Section 201 without understanding or choosing not to focus on the elements of the two prong
15 test, and also negated to consider the remaining codes cited by Mr. Dixon. For example, Rodney
16 H. Dixon filed a declaration in Los Angeles on or about April 25, 2016. This declaration was
17 attached as an Exhibit to the declaration filed in Carver County Court.
18

19 On or about April 25, 2016, Mr. Dixon cites the following in his Declaration as follows:
20 CCP Section 1619, CCP Section 1620, CCP Section 1621, CCP Section 1213, CCP Section
21 1215, and CCP Section 1217.
22

23 It clearly states in the declaration's section marked 'Conclusion' as follows: "I, Rodney
24 H. Dixon, am preparing to bring forth supportive documents and eyewitnesses to support the
25 claims made in this Declaration before any Probate Court of any other court of competent
26 jurisdiction, if and when there is a contention to these claims initiated by any others claiming
27 ownership and/or rights to the music catalog/vault of Prince Rogers Nelson or estate overall."
28

1 It also states, "I, Rodney H. Dixon do hereby believe the facts as outlined in this
2 Declaration that is supported by court records in the State of California."

3
4 *13. BREMER TRUST MUST MEET THE TEST*

5 Bremer Trust initiated a defensive strategy by selectively and narrowly focusing on 17
6 U.S.C. § 204(a). Bremer Trust filed its motion to dismiss even though Prince Rogers Nelson has
7 never authorized any attorney to contend the claims made by Rodney H. Dixon while he was
8 alive. Therefore, it is not plausible that Prince Rogers Nelson would support the actions of
9 Bremer Trust or any other person contending Mr. Dixon's claims today if he was still alive.
10

11 Nonetheless, Mr. Dixon clearly establishes that he and Prince had an agreement for \$1
12 Billion dollars and Mr. Dixon's claim for ownership of the intellectual properties was never
13 contended by Prince Rogers Nelson. Mr. Dixon have always declared and maintained "a verbal
14 and implied agreement" was initiated and continued between the two from 1982 and continues
15 today; and in the year 1994 those terms were written, and in the year 1995 those terms were
16 executed.
17

18 Mr. Dixon followed through with his statements made in the first declaration by bringing
19 forth more documents as he said he would. As more and more people started filing claims of
20 heirship of the estate, and Bremer Trust filed a Notice of Disallowance against Mr. Dixon, Mr.
21 Dixon filed more documents as he said he would in his first declaration. Once Mr. Dixon
22 received Bremer Trusts' motion to dismiss on June 17, 2016, Mr. Dixon brought forth legal
23 contentions against said motion to dismiss with his Fourth Declaration herein. Mr. Dixon is
24 prepared to go deeper and higher than anyone if contentions continue.
25

26
27 Bremer Trust filed its motion to dismiss centered on 17 U.S.C. § 204(a). However,
28 Minnesota Rule of Civil Procedure 12.02 states the following: "If, on a motion asserting the

1 defense that the pleading fails to state a claim upon which relief can be granted, matters outside
2 the pleading are presented to and not excluded by the court, the motion shall be treated as one for
3 summary judgment and disposed of as provided in Rule 56, and all parties shall be given
4 reasonable opportunity to present all material made pertinent to such a motion by Rule 56.
5

6 However, Bremer Trust, based on its own actions, initiated a Notice of Disallowance only
7 after the court requested a schedule order via email to both Mr. Dixon and Bremer Trust for
8 discovery, motions, etc., .

9
10 Only after Bremer Trust was faced with showing cause did it resurrect a ‘motion to dismiss’
11 defense that it apparently believed was dead already by its mailing of a Notice of Disallowance,
12 unless doing so would constitute its attempt to show cause.

13 According to the Bremer Trust motion to dismiss, “Mr. Dixon should not be permitted to
14 participate in this matter because he has no legally cognizable claim against Prince’s estate, and
15 Mr. Dixon’s claim against Prince’s estate should be dismissed for failure to state a claim upon
16 which relief may be granted pursuant to Minnesota Rule of Civil Procedure 12.02(e).”
17

18 Although Bremer Trust filed this document on April 29, 2016 without Service of Process
19 to Mr. Dixon, Bremer Trust subsequently filed a Notice of Disallowance on June 2, 2016. Being
20 that April 29, 2016 cannot be a filed date in regard to Mr. Dixon because of lack of service
21 process, the motion to dismiss has to be construed as Bremer Trust’s attempt to show cause.
22

23 According to Minnesota Law, after Mr. Dixon received a Notice of Disallowance he
24 would have two months to Petition the Court for Allowance of Claims and/or initiate an action
25 against Bremer Trust. Mr. Dixon chose to do both and did so in rapid fashion.
26

27 Mr. Dixon believes that Bremer Trust’s refusal to converse with him after directed by
28 Judge Eide to establish a scheduling order for discovery, motions, etc. but instead chose to

1 retroactively resurrect a dead motion to dismiss, flies in the face of its own Notice of
2 Disallowance unless construed as its attempt to show cause.

3
4 Notwithstanding, Bremer Trust have stated the following in regard to scheduling order
5 for discovery, etc. as follows: "Discovery is not warranted because Bremer Trust's motion to
6 dismiss is based on the failure to state a claim upon which relief may be granted. Bremer Trust is
7 fine either proceeding without a hearing or appearing for a hearing and will defer to the Court's
8 preference and discretion as to whether to schedule a hearing."

9
10 *14. ALLOWABLE CLAIM*

11 In the event the court rules that Bremer Trusts motion to dismiss fails, the claims made
12 by Mr. Dixon must be "allowed." Bremer Trust filed its motion to dismiss on April 29, 2016, and
13 the court has never granted Bremer Trust a motion to dismiss. Additionally, no other court of
14 competent jurisdiction in the State of California have allowed a motion to dismiss against Prince
15 Rogers Nelson. An attempted motion to dismiss the claims of Rodney H. Dixon against Prince
16 Rogers Nelson by Warner Bros. Records failed. And, Prince Rogers Nelson have never
17 authorized any legal counsel to file a motion to dismiss against the claims of Rodney H. Dixon.
18 Notwithstanding, Prince Rogers Nelson did permit Jerry Edelstein, attorney-at-law to submit to
19 claims made by Rodney H. Dixon.
20
21

22 Notwithstanding, in accordance with Minnesota Law, a motion to dismiss allows all
23 material to be included in the matter before the court renders its judgment. It is clear that Bremer
24 Trust's motion to dismiss falls short of the burden placed on it to properly contend against the
25 specific claims of a true contract made between Rodney H. Dixon and Prince Rogers Nelson.
26 This is not due to any fault of Bremer Trust. It is because it is a most difficult burden to
27
28

1 overcome the truth; and according to Probate Matters, it is not the role of Special Administrators
2 to overcome the truth, but to uncover and support it.

3
4 Therefore, the role of Bremer Trust is to meet the test if it is to prove Prince Rogers
5 Nelson did not intend to enter into a true contract with Rodney H. Dixon. Rodney H. Dixon and
6 Prince Rogers Nelson reached a meeting of the minds starting in the year 1982 and continued
7 through the years. The courts have universally agreed in relation to a meeting of the minds, “It is
8 secret in his own confidence whether he intended to be bound or nay. And of the intent inward in
9 the heart, man’s law cannot judge, and that is one of the causes why the law of God is necessary,
10 (that is to say) to judge inward things.”

11
12 See Christopher Saint German, Doctor & Student (James Moore, 45 College-Green 1792), 179.

13 Furthermore, “Courts strive to give effect to the intent of all of the parties to the contract,
14 but courts do not want to prejudice an innocent party because of the unknown intent of all of the
15 parties to the contract.”

16
17 Therefore, it is not the design of the court to prejudice against Mr. Dixon in regard to a
18 true contract with Prince Rogers Nelson. Mr. Dixon has brought forth sufficient evidence to
19 support his claims that a true contract was executed. Bremer Trust have not brought forth any
20 evidence that contend Prince’s intent was in contrast to Mr. Dixon’s claims in order for the court
21 to consider an alternative reality. However, Bremer Trust has done its job of due diligence as
22 Special Administrator of the Estate of Prince Rogers Nelson.

23
24 *15. MOTION FOR SUMMARY JUDGMENT – RULE 56*

25 Rodney H. Dixon petitions the court for Summary Judgment against the Estate of Prince
26 Rogers Nelson for the amount of \$1 Billion Dollars with sole and exclusive rights to all
27 intellectual properties held by Prince Rogers Nelson at his time of death.
28

1 In accordance with Minnesota Law Section 524.3-806(b) – Allowance of Claims - it
2 states, “Upon the petition of the personal representative or of a claimant in a proceeding for the
3 purpose, the court may allow in whole or in part any claim or claims presented to the personal
4 representative or filed with the court administrator in due time and not barred by subsection (a)
5 of this section. Notice in this proceeding shall be given to the claimant, the personal
6 representative and those other persons interested in the estate as the court may direct by order
7 entered at the time the proceeding is commenced.”
8

9
10 It is hereby noted that this Fourth Declaration of Rodney H. Dixon is sent via email to
11 Bremer Trust and Carver County District Court Clerk on June 20, 2016 in the same manner
12 Rodney H. Dixon received Bremer Trust’s motion to dismiss on June 17, 2016. It shall be
13 followed up by mail in accordance with Service of Process rules.
14

15 Bremer Trust has expressed it needs no discovery and rests on the outcome decided by
16 the Court in reference to its motion to dismiss dated June 17, 2016.

17 Therefore, in accordance with Rule 56, Mr. Dixon petitions the court to grant a Motion
18 for Summary Judgment against the Estate of Prince Rogers Nelson.

19 Mr. Dixon respectfully requests Summary Judgment from the Court for the amount of \$1
20 Billion and all rights to all intellectual properties owned and controlled by decedent Prince
21 Rogers Nelson against the Estate of Prince Rogers Nelson.
22

23 Rule 56 – For Claimant – “A party seeking to recover upon a claim, counterclaim, or cross-
24 claim or to obtain a declaratory judgment may, at any time after the expiration of 20 days from
25 the service of the summons, or after service of a motion for summary judgment by the adverse
26 party, move with or without supporting affidavits for a summary judgment in the party’s favor
27 upon all or part thereof.
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VERIFICATION

I, Rodney Herachio Dixon, declare, I am the Petitioner in the above-entitled matter. I have read the foregoing Fourth Declaration of Rodney H. Dixon in response to Motion to Dismiss by Bremer Trust in Response to Petition for Allowance by Rodney H. Dixon; And Petitioner Motion for Summary Judgment, and I know the contents thereof.

The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe it to be true.

Executed on June 20, 2016, at Riverside County, California.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: June 20, 2016

RODNEY H. DIXON

Pro Per

By: 