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Rodney H. Dixon
29635 Troon Court
Murrieta, California 92563
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Pro Per

STATE OF MINNESOTA, COUNTY OF CARVER
CARVER COUNTY DISTRICT COURT

FILED
MAY 10 2016
CARVER COUNTY COURTS

Case No. 10-PR-16-46

Rameses America Mercury

Petitioner

Vs.

The Estate of Prince Rogers Nelson
Paisley Park Estate, et al
Does 1 – 99

Respondent(s)

**DECLARATION IN SUPPORT OF PETITION,
DEMAND FOR NOTICE, AND RECOVERY
OF RODNEY H. DIXON**

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Court Administration

1 DECLARATION IN SUPPORT OF PETITION, DEMAND FOR NOTICE,
2 AND RECOVERY OF RODNEY H. DIXON

3 This Declaration of Rodney H. Dixon is in support of a Petition to the Carver County District
4 Court regarding ownership of the intellectual properties alleged to be owned by Prince Rogers
5 Nelson at his time of death, and additionally the amount of \$1 billion claimed as a result of an
6 implied agreement. Rodney H. Dixon has claimed ownership of the intellectual properties and \$1
7 billion based on an Agreement made between Prince Rogers Nelson and Rodney Herachio Dixon
8 that will be described in great detail in this declaration. These claims are made in accordance to
9 the laws of the State of California, the State of Minnesota, and the laws of the United States of
10 America.

11 This Declaration and Petition is based on at least Case No. BC113137, that took place in the
12 Superior Court of California, County of Los Angeles and San Bernardino in the years 1994-
13 1995.

- 14 1. Claims – Minnesota Law - In accordance with the laws of the State of Minnesota under
15 Section 524.8, claims include liabilities of the decedent whether arising in contract or
16 otherwise and liabilities of the estate which arise after the death of the decedent including
17 funeral expense and expenses of administration.
- 18 2. Claims - Minnesota Law – Section 524.7, includes all of the property of the decedent,
19 trust, or other person whose affairs are subject to this chapter, as originally constituted,
20 and as it exists from time to time during administration.
- 21 3. Heirs – Minnesota Law – Section 524.27, Heirs means those persons, including the
22 surviving spouse, who are entitled under the statutes of intestate succession to the
23 property of a decedent,
- 24 4. Interested Person– Minnesota Law – Section 524.32, including heirs, devisees, children,
25 spouses, creditors, beneficiaries and any others having a property right in or claim against
26 the estate of a decedent, ward or protected person which may be affected by the
27 proceeding. It also includes persons having priority for appointment as personal
28 representative, and other fiduciaries representing interested persons.

- 1 5. Personal Representative – Minnesota Law – Section 524.39, personal representative
2 includes special administrator.
- 3 6. Petition – Minnesota Law – Section 524.40, means a written request to the court for an
4 order after notice.
 - 5 A. In accordance with the laws of the State of Minnesota under Section 524.8, Rodney
6 Herachio Dixon is a claimant against the Estate of Prince Rogers Nelson, et al. and
7 includes property of Prince Rogers Nelson in accordance with also Section 524.7.
 - 8 B. In accordance with the laws of the State of Minnesota under Section 524.27, Rodney
9 Herachio Dixon’s claims are separate and distinct from inheritance relating to the heirs or
10 potential heirs of Prince Rogers Nelson.
 - 11 C. In accordance with the laws of the State of Minnesota under Section 524.32, Rodney
12 Herachio Dixon is an interested person in the Probate proceedings.
- 13 7. Rodney Herachio Dixon has claimed that decedent Prince Rogers Nelson entered into an
14 Agreement for \$1 billion and submitted the rights of intellectual property ownership to
15 Rodney Herachio Dixon in the year 1995.
- 16 8. Rodney Herachio Dixon has claimed that the decedent Prince Rogers Nelson entered into
17 this Agreement prior to the lawsuit filed in 1994 via a Verbal and Implied Agreement and
18 consummated the Implied Agreement in the year 1995 after the lawsuit was filed.
- 19 9. Rodney Herachio Dixon has originally claimed in at least Case BC113137 that the
20 Agreement arose from the roots of the usage of songs written and performed by Rodney
21 Herachio Dixon and that was later performed and produced by Prince Rogers Nelson
22 without payment as Agreed.
- 23 10. Rodney Herachio Dixon has claimed that the usage of songs without pay is an issue with
24 roots in copyright with specific elements. In particular, the issue is whether or not such
25 usage falls under the scope of Copyright Infringement or Contract Law?
- 26 11. In particular, Desny v. Wilder in a 1956 Supreme Court of California ruling “recognizing
27 an implied contractual right to compensation when a writer submits material to a
28

1 producer with the understanding that the writer will be paid if the producer uses the
2 concept.”

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

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

18 14. Contract law, whether through express or implied-in-fact contracts, is the most significant
19 remaining state-law protection for literary or artistic ideas. The court ruled that Plaintiff’s
20 breach of confidence claim also survives copyright preemption. The duty of trust of the
21 confidential relationship is an extra element in the breach of confidence claim that makes
22 it qualitatively different from a copyright claim.

23 15. In Desny, the California Supreme Court recognized that a writer and producer form an
24 implied contract under circumstances where both understand that the writer is disclosing
25 his idea on the condition that he will be compensated if it is used. 299 P.2d at 270.

26 D. Rodney Herachio Dixon asserts his belief that the claims he has submitted to the Probate
27 Court in the State of Minnesota for the Implied Agreement of \$1 billion and ownership of
28 all intellectual properties is a valid claim regarding an Implied Contract with Prince

1 Rogers Nelson. In particular, the assertion is that the Implied Contract is constituted as an
2 Implied-In-Fact Contract under the law.

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

10 17. Contract Implied in Fact – Consists of obligations arising from a mutual agreement and
11 intent to promise where the agreement and promise have not been expressed in words.
12 Such contracts are implied from the facts and circumstances showing a mutual intent to
13 contract, and may arise by the conduct of the parties. A contract implied in fact is a true
14 contract.

15 18. CCP Section 1619 - A contract is either express or implied.

16 19. CCP Section 1620 – An express contract is one, the terms of which are stated in words.

17 20. CCP Section 1621 – An implied contract is one, the existence and terms of which are
18 manifested by conduct.

19 21. CCP Section 1622 – All contracts may be oral, except such as are specially required by
20 statute to be in writing.

21 E. Rodney Herachio Dixon is the mover of the action against Prince Rogers Nelson in the
22 years 1994-1995. The actions alleged a verbal and implied agreement that took place
23 regarding \$1 billion. Rodney Herachio Dixon sued for \$1 billion and all intellectual
24 property ownership inside and outside of the infamous vault thereof. The content in the
25 lawsuit included but was not limited to giving Prince Rogers Nelson the option not to
26 reply and rather to submit to the content embodied in the lawsuit. The content centered on
27 the fact that a lack of understanding of the content by anyone other than Rodney
28

1 Herachio Dixon and Prince Rogers Nelson was moot. Prince Rogers Nelson complied
2 therewith.

3 22. Meeting of the Minds – Strict construction might be the appropriate approach if we lived
4 in a society where language was so formal, standardized, and known that every
5 contracting party would use precisely the same words to describe an agreement. After all,
6 it is difficult, if not impossible, to prove the intent in one’s mind or heart (and, of course,
7 it is easy to lie about it). See Christopher Saint German, Doctor & Student (James Moore,
8 45, College-Green 1792), 179. “It is secret in his own confidence whether he intended to
9 be bound or nay. And of the intent inward in the heart, man’s law cannot judge, and that
10 is one of the causes why the law of God is necessary, (that is to say) to judge inward
11 things.”) While one may expect that language was more formal and standardized in times
12 past and that contracting parties might have typically been sophisticated and
13 knowledgeable about the language, there can be little doubt that today the sophistication
14 of parties and the language used in any agreement vary wildly. Employing strict
15 construction without analysis of, at least, context might lead to more problems than
16 solutions.

17 23. Meeting of the Minds – Courts strive to give effect to the intent of all of the parties to the
18 contract, but courts do not want to prejudice an innocent party because of the unknown
19 intent of all of the parties to the contract. Therefore, Rodney Herachio Dixon cannot be
20 prejudiced against because others want to determine the intent of the mind of Prince
21 Rogers Nelson by their own accord. The failure of Prince Rogers Nelson to contend the
22 lawsuit does not make void his intent to support the actions of Rodney Herachio Dixon.
23 Rodney Herachio Dixon cannot be prejudiced against therewith and no other persons can
24 contend his lack of contention is a basis for his lack of intent to support the actions of
25 Rodney Herachio Dixon.

26 F. Therefore, Rodney Herachio Dixon contends that a meeting of the minds were met before
27 the lawsuit was filed and the actions of Prince Rogers Nelson after the lawsuit was filed
28 further supports this assertion. In fact, Prince Rogers Nelson never contended the actions

1 of Rodney Herachio Dixon. It is then understood that any such claims suggesting a
2 meeting of the minds did not occur is moot. Such defenses would fail on its face under
3 the law (CCP 3519).

4 24. Meeting of the Minds – Assuming these defenses are not proven, what is left of the
5 “meetings of the minds” concept? That is, how could one prove that there was no
6 “meetings of the minds” if there were not incapacity, coercion, duress, or remedial
7 mistake? These are arguments of specificity imposed by the courts upon the defense to
8 meet in order to make void the mutual agreement of Rodney Herachio Dixon and Prince
9 Rogers Nelson.

10 25. CCP 3509 – The maxims of jurisprudence hereinafter set forth are intended not to qualify
11 any of the foregoing provisions of this code, but to aid in their just application.

12 26. CCP 3519 – He who can and does not forbid that which is done on his behalf, is deemed
13 to have bidden it.

14 27. CCP 3521 – He who takes the benefit must bear the burden.

15 28. CCP 3522 – One who grants a thing is presumed to grant also whatever is essential to its
16 use.

17 29. CCP 3528 – The law respects form less than substance.

18 30. CCP 3529 – That which ought to have been done is to be regarded as done, in favor of
19 him to whom, and against him from whom performance is due.

20 31. CCP 3531 – The law never requires impossibilities.

21 32. CCP 3541 – An interpretation which gives effect is preferred to one which makes void.

22 33. CCP 3545 – Private transactions are fair and regular.

23 G. Rodney Herachio Dixon asserts that CCP 3509, 3519, 3521, 3522, 3528, 3529, 3531,
24 3541, 3545 specify that Prince Rogers Nelson by virtue of his lack of contention deemed
25 to have bidden it (CCP 3509). Additionally, Rodney Herachio Dixon asserts that anyone
26 who receives ownership of the intellectual property of Prince Rogers Nelson must also
27 take on the burden of promoting it to its fullest potential (CCP 3521). Also, Rodney
28 Herachio Dixon asserts that by virtue of CCP 3509, Prince Rogers Nelson has granted

1 ownership of all intellectual properties to Rodney Herachio Dixon and therefore its use
2 (CCP 3522). Furthermore, any contention that the claims made by Rodney Herachio
3 Dixon in his complaints filed in 1994-1995 is frivolous, unintelligible, and the like - hold
4 to contentions that are of little consequence in the law, and are therefore moot (CCP
5 3528). The substance only need be understood by Rodney Herachio Dixon and Prince
6 Rogers Nelson. Being that the law also does not require impossibilities, the preferred
7 argument by law is the actual possibility that Prince Rogers Nelson granted all rights of
8 ownership of his intellectual property to Rodney Herachio Dixon. If the granting of these
9 rights to someone is possible, the contention to this "possibility" would have to be the
10 argument of "impossibility" which is a contention that would not afford any
11 considerations under the law without submitted proof to support that contention (CCP
12 3531).

13 H. Additionally, any interpretation that supports the effective ownership of the intellectual
14 properties and \$1 billion to Rodney Herachio Dixon would outweigh any interpretation
15 that argues to void the ownership to Rodney Herachio Dixon and \$1 billion (CCP 3541).

16 I. The contentions made against the ownership of Rodney Herachio Dixon must be more
17 than naysayers, doubters, unbelievers, skeptics and the like which would have no legal
18 affect at all. In order for naysayers, doubters, unbelievers, skeptics and the like to have
19 legal effect they must be able to prove that a meeting of the minds did not exist between
20 Rodney Herachio Dixon and Prince Rogers Nelson.

21 J. Lastly, the agreement made between Rodney Herachio Dixon and Prince Rogers Nelson
22 is not to be construed as some sort of "impossible" and "outrageous" concept but
23 according to law must be construed as a private transaction that is "fair" and "regular"
24 (CCP 3545).

25 K. After the lawsuit filed by Rodney Herachio Dixon in the years 1994-1995, Prince Rogers
26 Nelson conducted multiple interviews. One such interview was conducted by Tavis
27 Smiley. During that interview Prince made some statements that were supported by
28 artists Chaka Khan and Larry Graham. In particular, Prince Rogers Nelson stated "The

1 main thing I want to stress is that there are no contracts. Alright, now that's very
2 important for several reasons. We don't plan to go into litigation and fight one another.
3 We don't go into the agreement thinking we're going to end up in court. You know we go
4 into this to make music. Larry and I don't have a contract."

5 L. During this same interview Larry Graham holds up a CD and says he can make \$700,000
6 off of it if he sells 100,000 copies.

7 M. Therefore, Prince and Larry would have had to negotiate some form of monetary
8 agreement that had to be negotiated to some extent. According to the law that would be
9 an implied-in-fact contract. Therefore the lack of a written contract in this context would
10 not prevent litigation from occurring. However, the relationship between the two of them
11 would prevent litigation in theory or litigation would be thwarted by the love for one
12 another that would never be lost.

13 N. However, this interview took place in the year 1998 which is several years after the
14 lawsuit of Rodney Herachio Dixon (Rameses America Mercury) and Prince Rogers
15 Nelson which started in the year 1994. In the cases Rameses America Mercury v. Prince
16 Rogers Nelson, Dixon/Mercury specifically articulated a mutual agreement of the same
17 kind between Rodney Herachio Dixon and Prince Rogers Nelson. In particular, Rodney
18 Herachio Dixon articulated how Rodney Herachio Dixon and Prince Rogers Nelson did
19 business years before the Tavis Smiley interview took place. Prince continued to conduct
20 his business that way.

21 O. During that same interview with Tavis Smiley in the year 1998, Prince Rogers Nelson
22 stated "If there were any statements made by me about not enjoying playing old music it
23 was probably when I was still tied to the contract with Time Warner. Once I got out of
24 the contract I started to reevaluate my trip and I realized that these are like my children.
25 And this upcoming year 1999, we're gonna make a valiant effort to regain ownership of
26 the master recordings. They are, they are a representation of me and they will be all that
27 is left upon my departing of this experience."
28

1 P. There are a few major concepts to consider here: (1) He talked about going on a mission
2 to get ownership of his master recordings. (However, he allegedly died without a will).
3 (2) He stated that his master recordings are like his children. In fact, he stated that they
4 are a representation of himself and he mentioned that they would be all that is left upon
5 his death.

6 Q. Prince Rogers Nelson died on April 21, 2016 and as of that date those children have been
7 left without a father. Did he leave those children with a guardian? Or, did he leave them
8 as orphans? He stated in that same interview with Tavis Smiley in 1998, regarding the
9 song 'Purple Rain,' "I believe it to be one of my children."

10 R. Prince Rogers Nelson further supports this concept in another statement such as "I am
11 music." If Prince is music, and the music he had left when he died is a representation of
12 himself, and that is all that is left upon his departure, then he made his 'will' known on
13 television. The interview was recorded for everyone to see. If this is the way he wanted it
14 to go down it was his legal right. If people think it is kooky or whatever that has never
15 fazed Prince before and it won't faze Rodney Herachio Dixon now.

16 S. Prince famously stated in a separate interview regarding the music in his vault. "One day,
17 someone will release them. I don't know that I'll get to release them. There's just so
18 many." He didn't say he didn't know if someone else will get to release them indicating
19 he knew who that someone else was.

20 T. Prince therefore stated that "someone" will release them. If he did not purpose for
21 someone specific than his statement can be taken as random selection. This theory would
22 coincide with leaving his intellectual property to probate after being on a single mission
23 to acquire ownership for years. However, a random person would not coincide with
24 everything else Prince did and stated. For example, a person would have to reason that
25 Prince (music) did not leave a will, and therefore after being on a mission to recover his
26 master recordings (music children) he left them to some random person to determine if
27 and how they would be distributed (orphans/probate). And that person would need to drill
28 a hole in the vault to get to them?

1 U. Or, someone can reason that he did select "someone" specific and that person would
2 serve like a "guardian" of his "music children." We of course understand his intellectual
3 properties aren't real children and therefore the selected someone isn't a guardian as
4 described in probate law. It is therefore simply an illustration that he had his affairs in
5 order as it related to his intellectual property with someone in particular. The only person
6 to come forward to match the actions and interviews of Prince Rogers Nelson with a legal
7 claim to boot is Rodney Herachio Dixon.

8 V. The Definition of Someone – An unknown or unspecified person; some person. A person
9 of importance or authority. If opting for random selection the unspecified person would
10 mean that the person is unknown to Prince. To foster that argument would assume that
11 Prince did not leave instructions regarding his intellectual property. However, if opting
12 for the "specific selection" process the unspecified person would be known to Prince but
13 not necessarily known to others. This seems more of a likely scenario as it indicates
14 Prince Rogers Nelson chose someone specific.

15 W. Rodney Herachio Dixon believes and asserts that he is that "someone" and that his
16 selection is not random but specific. In accordance to CCP 3541, "void" cannot hold
17 precedence over an interpretation which "gives effect." Therefore the concept that there
18 is a (void) over the concept that Prince was (specific) regarding his intellectual property
19 was specifically viewed by the world in an interview that is consistent with his life (lived
20 in a studio and called himself music). This view of specificity by applying someone
21 specific holds greater precedence for interpretation in accordance with the law than the
22 concept of his intellectual property left void.

23 X. In fact, in accordance with Minnesota Law, Prince Rogers Nelson did not need a will if in
24 fact he made provisions so that his assets will pass without one. Therefore Prince only
25 needed to articulate his thoughts regarding the future of his intellectual property.

26
27 Y. It is a fact that Prince Rogers Nelson did not specifically name any potential heirs in any
28 will of any kind relating to blood relatives of any kind. Since the intent of Prince Rogers

1 Nelson regarding the leaving of any monies and/or properties to any family members of
2 any kind is clear from his actions that he did not do so specifically, the State of
3 Minnesota would govern the receipt of heirs regarding any monies and/or properties they
4 might receive only after all other claims are satisfied in the order of priority by law.
5

6 Z. Based on the claims made by Rodney Herachio Dixon it is therefore law that the
7 intellectual property at-issue is separate from anything that can be inherited by heirs. The
8 test cannot be constructed on the basis of "impossibilities" and/or "void." Since the intent
9 on the part of Prince Rogers Nelson against the claims made by Rodney Herachio Dixon
10 cannot be argued without proof to the contradictive position, the respondents are left with
11 the challenge of submitting proof under the law that Prince had a different intent. Rodney
12 Herachio Dixon therefore believes he is the only person with any form of claim that
13 represents all of the elements of the legal codes specified in this declaration in accordance
14 with laws in the State of Minnesota, State of California, and United State of America in
15 addition to words and actions on the parts of Rodney Herachio Dixon and Prince Rogers
16 Nelson.
17
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19 CONCLUSION

20 I, Rodney H. Dixon, have filed a claim for the recovery of the terms of a contract against the
21 Estate of Prince Rogers Nelson. In particular, \$1 billion and also the sole and exclusive
22 ownership rights to all of the intellectual properties held by Prince Rogers Nelson at his time of
23 death. These claims are brought forth in accordance with Minnesota Laws Section 524.8 and
24 Section 524.7. I further assert that Prince Rogers Nelson did not bequeath any monies and/or
25 properties of any kind to any heirs in accordance to Minnesota Law Section 524.27. In fact, in
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1 accordance to Minnesota Law, Prince Rogers Nelson did not need a "will" to pass along
2 ownership to any parts of his estate.

3 I, Rodney H. Dixon is considered by law an Interested Person under Section 524.32 and has filed
4 this Petition in accordance with Section 524.40.

5
6 I, Rodney Herachio Dixon have filed this Petition for the relief of \$1 billion and also the sole and
7 exclusive ownership of the intellectual properties held by Prince Rogers Nelson at his time of
8 death by mutual agreement between Rodney Herachio Dixon and Prince Rogers Nelson.

9 I, Rodney H. Dixon believe and assert that Prince Rogers Nelson and I entered into an Implied-
10 In-Fact Contract that is construed in the manner of specificity described in the famous Desny
11 case which constitutes the Extra Elements needed to coincide with CCP Sec. 1619, CCP Sec.
12 1620, CCP Sec. 1621, and CCP Sec. 1622.

13
14 I, Rodney H. Dixon believe and assert that a "meeting of the minds" was established with Prince
15 Rogers Nelson based on the elements described in CCP Sec. 3509, CCP Sec. 3519, CCP Sec.
16 3521, CCP Sec. 3522, CCP Sec. 3528, CCP Sec. 3529, CCP Sec. 3531, CCP Sec. 3541, and
17 CCP Sec. 3545.

18
19 PRAYER FOR RECOVERY

20 I, Rodney Herachio Dixon, do hereby petition the court to grant recovery of \$1 Billion and also
21 the receipt of the sole and exclusive ownership of all intellectual properties owned and controlled
22 by Prince Rogers Nelson with full compliance from the Estate of Prince Rogers Nelson, et al.,
23 including but not limited to all property from the vault effective as soon as these claims can be
24 heard
25

26 VERIFICATION

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1 I, Rodney Herachio Dixon, declare, I am the Petitioner in the above-entitled matter. I have read
2 the foregoing Declaration in Support of Petition, Demand for Notice and Recovery of Rodney H.
3 Dixon and know the contents thereof. The same is true of my own knowledge, except as to those
4 matters which are therein stated on information and belief, and, as to those matters, I believe it to
5 be true.
6

7 Executed on May 9, 2016, at Riverside County, California.

8 I declare under penalty of perjury that the foregoing is true and correct.
9

10 Dated: May 9, 2016
11

12 RODNEY H. DIXON

13 Pro Per

14 By: 
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