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FILED

AUG 03 2016

CARVER COUNTY COURTS

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7 STATE OF MINNESOTA, COUNTY OF CARVER
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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)

**PETITION RESTRAINING SPECIAL
ADMINISTRATOR BREMER TRUST FROM
SELLING ASSETS OF THE ESTATE OF
PRINCE ROGERS NELSON**

RECEIVED

JUL 29 2016

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2 **PETITION RESTRAINING SPECIAL ADMINISTRATOR BREMER TRUST FROM**
3 **SELLING ASSETS OF THE ESTATE OF PRINCE ROGERS NELSON**

4
5 Rodney H. Dixon petitions the Carver County District Court to Restrain Special
6 Administrator Bremer Trust from selling Assets of the Estate of Prince Rogers Nelson. Mr.
7 Dixon brings this Petition in accordance with Minnesota Law Section 524.3-607.

8 **I. RODNEY H. DIXON HAS A PERSONAL INTEREST IN THE ESTATE**

9
10 On or about April 27, 2016, Mr. Dixon filed a claim against the Estate of Prince Rogers
11 Nelson for \$1 Billion and Ownership rights to all intellectual properties. Notwithstanding, Mr.
12 Dixon also included in his demand the ownership rights to stocks, bonds, real estate, etc. (all
13 assets).

14 On or about April 29, 2016, Bremer Trust filed a motion to dismiss the claims of Mr.
15 Dixon for failure to state a claim in which relief may be granted.

16 Since that time Mr. Dixon has filed additional memoranda in support of his position.
17 Including but not limited to the filing of his Fourth Declaration on or about June 27, 2016.

18 On or about June 29, 2016, the Court Ordered Bremer Trust and Mr. Dixon to submit
19 additional factual record and legal argument in support of their positions not later than August 5,
20
21 2016.

22 On or about July 21, 2016, Bremer Trust filed a Request for a Modified Protocol for
23 Confidential Business Agreements. Bremer Trust request states, "The Special Administrator
24 requests that the Court adopt a modified protocol for confidential business agreements involving
25 the Estate. As the Court has stated, the Special Administrator must "take all prudent steps to
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1 monetize the Estate's intellectual property, and to raise funds necessary for the administration of
2 the Estate and for the payment of estate taxes." (C-Page 6).

3 However, as specified in Minnesota Law Section 524.3(a) the court may order restraining
4 personal representative "on petition of any person who appears to have an interest in the estate,
5 the court by temporary order may restrain a personal representative from performing specified
6 acts of administration, disbursement, or distribution, or exercise of any powers or discharge of
7 any duties of office, or make any other order to secure proper performance of a duty, if it appears
8 to the court that the personal representative otherwise may take some action which would
9 jeopardize unreasonably the interest of the applicant or of some other interested person. Persons
10 with whom the personal representative may transact business may be made parties."

11 Mr. Dixon believes and herein asserts that Bremer Trust have communicated its
12 intentions to exercise its duties based on "potential heirs" and have failed to make provisions for
13 the position of Mr. Dixon. Notwithstanding, Mr. Dixon has incredible resources within his realm
14 to secure any and all financial situations that may occur including but not limited to taxes.

15 Nevertheless, the dates of August 5, 2016 and/or September 7, 2016 is not far away to
16 ascertain the status of Mr. Dixon's claims as directed by the Court. Mr. Dixon therefore believes
17 that in the meantime a temporary restraining order ("TRO") would be appropriate at this juncture
18 of this Probate Matter. Mr. Dixon requests this restraining order remain in effect until at least
19 September 7, 2016.

20 Mr. Dixon has also asserted he has created a multi-billion dollar internet platform for the
21 monetization of the intellectual properties held by Prince Rogers Nelson. Mr. Dixon's claims
22 also include these intellectual properties as his own. However, Bremer Trust is preparing to sell
23

1 off or contract assets for an amount of money based on taxes, real estate fees, etc. However,
2 Bremer Trust have calculated these taxes based on "potential heirs."
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5 **II. BREMER TRUST MUST DO WHAT IS RIGHT FOR THE ESTATE. THIS**
6 **INCLUDES MR. DIXON'S CLAIMS**

7 In accordance with Minnesota Law Section 524.3-703(a) – General Duties; Relation and
8 Liability to Persons Interested in Estate; Standing to Sue; "A personal representative is a
9 fiduciary who shall observe the standards of care in dealing with the estate assets that would be
10 observed by a prudent person dealing with the property of another, and if the personal
11 representative has special skills or is named personal representative on a basis of representation
12 of special skills or expertise, the personal representative is under a duty to use those skills. A
13 personal representative is under a duty to settle and distribute the estate of the decedent in
14 accordance with the terms of any probated and effective will and applicable law, and as
15 expeditiously and efficiently as is consistent with the best interest of the estate. The personal
16 representative shall use the authority conferred by applicable law, the terms of the will, if any,
17 and any order in proceedings to which the personal representative is party for the best interest of
18 successors to the estate."

19
20 Bremer Trust filed its motion to dismiss the claims of Mr. Dixon but have neglected to
21 accept that Mr. Dixon's claims are not dismissed. In fact, August 5, 2016 may in fact lead to Mr.
22 Dixon owning the entire estate. It appears that Bremer Trust believes the Court has already
23 decided against Mr. Dixon. Being this is not the case Bremer Trust owes a fiduciary duty to the
24 estate with the understanding the estate may be owned by Mr. Dixon. However, Bremer Trust
25 has opted to administrate a fiduciary duty to potential heirs only. In fact, Bremer Trust have
26 stated the following:
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1 “Before entering into any such proposed agreement, the Special Administrator will
2 provide a copy of the proposed agreement to attorneys for potential heirs on an attorneys’ eyes
3 only basis.

4 The Special Administrator will provide reasonable notice under the circumstances of any
5 such proposed agreement, which the Special Administrator expects to be 2 days during the
6 normal course of business, but may be more or less than this amount of time, depending on the
7 circumstances.

8 If a potential heir Objects to any such proposed agreement, the objection must be b.)
9 Raised to the Special Administrator within 24 hours of the notice of the proposed agreement
10 provided by the Special Administrator.

11 If no potential heir objects to any such proposed agreement within 24 hours of the notice
12 of the proposed agreement provided by the Special Administrator, the Special Administrator has
13 the authority to enter into the proposed agreement but will apprise the Court of the general nature
14 of the agreement before entering into the agreement to allow the Court to continue to oversee the
15 administration of the Estate.

16 The Special Administrator discussed the general nature of this modified protocol during a
17 call with counsel for potential heirs on July 15, 2016, and provided the specific proposal with
18 counsel for potential heirs on July 20, 2016. As of this filing, the Special Administrator has not
19 received any objections or particular requests for changes.

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22 Carver County, MN 5.

If a potential heir objects to any such proposed agreement within 24 hours of the notice of any such proposed agreement provided by the Special Administrator, the Special Administrator and potential heir will attempt to resolve the objection.

If the Special Administrator and an objecting potential heir fail to resolve the potential heir's objection, the Special Administrator and the objecting potential heir will request a telephone conference with the Court to address the objection, as permitted by Minnesota Rule of Civil Procedure 115.04(d), and the parties will also request that such a conference take place Within 1 business day of their request if that timing is acceptable to the Court at that time. To the extent that any confidential business documents, such as agreements, need to be filed with the Court in conjunction with any objection, parties are authorized to file such documents under seal in accordance with Minnesota Rule of Civil Procedure 11.06(a), subject to any later determinations by the Court about Whether such documents should remain filed under seal, including whether they should remain under seal in whole or in part with redactions.

For clarity, the Special Administrator does not need to provide any notice of an agreement for a compulsory license in accordance with the United States Copyright Act, including 17 U.S.C. § 115, to counsel for potential heirs or to the Court given that the Special Administrator has no discretion in such circumstances.³

Therefore, Mr. Dixon is hereby filing a petition for restraining order based on his interest in the estate and upcoming proceedings scheduled on calendar. Bremer Trust admits it never presented Mr. Dixon with an opportunity to converse about potential contract opportunities. Notwithstanding, the Court Order for Mr. Dixon and Bremer Trust came about on or about June 29, 2016. In fact, August 5, 2016 is less than two weeks away. There is no unnecessary burden placed on Bremer Trust by this restraining petition. (Minnesota Law Section 524.3(a)).

1 Mr. Dixon is a licensed realtor and part of a network of realtors that are considered the
2 Best of the Best in Luxury Real Estate and affordable housing including members in good
3 standing in the real estate community in the State of Minnesota. Mr. Dixon wants to make sure
4 assets are being sold at legitimate value, rather than some fair market value when the buyers
5 already know the properties are being sold to pay taxes. As much as Bremer Trust have claimed
6 the need to seal contract agreements for future negotiations it is already being made known that
7 Bremer Trust is selling Prince property to pay taxes. How can Bremer Trust negotiate best for
8 the estate based on those terms?

9
10 Mr. Dixon would rather secure the funds without selling the assets and monetize the
11 value at a higher clip. Bremer Trust suggests it seeks a modified procedure that facilitates the
12 Special Administrator's ability to obtain the most favorable business terms possible" However,
13 those terms must be for the best benefit of the estate. Mr. Dixon has a better solution for a greater
14 value than selling assets at bargain basement prices to payoff taxes. Instead of Prince being
15 described as a multi-million dollar global phenomenon, Bremer Trust has taken the posture that
16 Prince died a broke sad case with little assets and no income streams.

17

18 **III. BREMER TRUST NARROWLY FOCUSING ON POTENTIAL HEIRS**
DOES NOT SET ASIDE ITS FIDUCIARY DUTY TO PERSONS WITH
INTEREST IN THE ESTATE

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20 Mr. Dixon is in fact an interested person in the estate of Prince Roger Nelson. In fact, Mr.
21 Dixon is the potential owner of all assets in the estate. In fact, the potential heirs may end of
22 having no claim in the estate outside of a family allowance or some other minimal award. Until
23 that time is decided Mr. Dixon's interest must be protected. Therefore, Mr. Dixon respectfully
24 requests that in the event Bremer Trust is allowed to continue with conducting business for the
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1 estate by selling assets at bargain basement prices, Mr. Dixon respectfully petitions the Court to
2 Order Bremer Trust to include Mr. Dixon on any and all transactions with right of objection
3 before any deal is conducted.
4

5 In accordance with Minnesota Law Section 524.3-712 – Improper Exercise of Power;
6 Breach of Fiduciary Duty stating “if the exercise of power concerning the estate is improper, the
7 personal representative is liable to interested persons for damage or loss resulting from breach of
8 fiduciary duty to the same extent as a trustee of an express trust. The rights of purchasers and
9 others dealing with a personal representative shall be determined as provided in sections 524.3-
10 713 and 524.3-714.”
11

12 Mr. Dixon has a claim for \$1 Billion and all intellectual properties owned and controlled
13 by Prince at his time of death dated April 21, 2016. In the event assets are sold for less than \$1
14 Billion the damage to Mr. Dixon is \$1 Billion. Bremer Trust is deemed liable to Mr. Dixon for
15 the debt thereof. Therefore, it would be more prudent for a restraining order be put in place.
16

17 **IV. BREMER TRUST MAY OPT TO PAY MR. DIXON \$1 BILLION IN**
18 **ORDER TO ADMINISTER THE ESTATE IN THE MANNER THEY**
19 **HAVE SOUGHT**

20 Bremer Trust is a company worth reportedly at or about \$10 Billion in assets. Since
21 Bremer Trust continues to undermine the contract between Mr. Dixon and Prince Rogers Nelson,
22 Bremer Trust can opt to simply pay the debt of \$1 Billion to Mr. Dixon in accordance with
23 Minnesota Law Section 524.3-814 - Encumbered Assets which states, “If any assets of the estate
24 are encumbered by mortgage, pledge, lien, or other security interest, the personal representative
25 may pay the encumbrance or any part thereof, renew or extend any obligation secured by the
26 encumbrance or convey or transfer the assets to the creditor in satisfaction of the lien, in whole
27 or in part.”
28

1 or in part, whether or not the holder of the encumbrance has filed a claim, if it appears to be for
2 the best interest of the estate. Payment of an encumbrance does not increase the share of the
3 distributee entitled to the encumbered assets unless the distributee is entitled to exoneration.
4

5 (1975 c 347 s 58; 1986 c 444)

6 With Mr. Dixon's claim on record there is a protocol inherent to Mr. Dixon regardless of
7 Bremer Trust seeking a modified protocol of business with potential heirs only. As stated in
8 Minnesota Law Section 524.3-1101 – Effect of Approval of Agreements Involving Trusts,
9 Inalienable Interests, or Interests of Third Persons – “A compromise of any controversy as to
10 admission to probate of any instrument offered for formal probate as the will of a decedent, the
11 construction, validity, or effect of any probated will, the rights or interests in the estate of the
12 decedent, of any successor, or the administration of the estate, if approved in a formal proceeding
13 in the court for that purpose, is binding on all the parties thereto including those unborn,
14 unascertained or who could not be located. An approved compromise is binding even though it
15 may affect a trust or an inalienable interest.” (1974 c 442 art 3 s 524.3-1101; 1975 c 347 s 68)

16 It is therefore clearly understood that Mr. Dixon's claims cannot continue to be ignored
17 by Bremer Trust as evident by Court Order for Bremer Trust and Mr. Dixon to show forth legal
18 argument and factual record relating to claims and contentions with expiring deadline of August
19 5, 2016. Thus, there is a protocol that must be adhered to by Bremer Trust for the fiduciary
20 duties to include the interest of the estate relating to Mr. Dixon's true contract with Prince
21 Rogers Nelson. It is understood that this is the Estate of Prince Rogers Nelson and not the estate
22 of Bremer Trust. (1974 c 442 art 3 s 524.3-1101; 1975 c 347 s 68)

1 **V. BREMER TRUST MOTION TO DISMISS AND MR. DIXON'S CLAIMS,**
2 **PETITIONS AND MOTIONS**

3 Mr. Dixon and Bremer Trust have an expiring deadline of August 5, 2016. This deadline is
4 less than 2 weeks away. There is no need for Bremer Trust to rush into bargain basement
5 agreements today in order to secure taxes not due until January 2017. Mr. Dixon is quite capable
6 of mounting together a financial team of power that can satisfy any financial situation that can
7 possibly arise upon the Estate. Mr. Dixon is not in any panic mode to sell off assets cheap and
8 from a vulnerable position. He was selected by Prince to handle the business from a position of
9 strength.

10 In the event Mr. Dixon's Petitions and Motions from the forthcoming event dated August 5,
11 2016 are GRANTED, the effect of adjudication against personal representative of the estate is as
12 binding on the local personal representative as if the local personal representative were a party to
13 the adjudication. (1974 c 442 art 4 s 524.4-401; 1986 c 444)

14 **VI. CONCLUSION**

15 Mr. Dixon believes and herein asserts there is no need to grant to Bremer Trust a
16 modified business protocol, and in fact requests the Court to restrain Bremer Trust from selling
17 off any assets of the Estate of Prince Rogers Nelson until after a decision has been made on the
18 claims of Mr. Dixon after August 5, 2016.

19 **VERIFICATION**

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

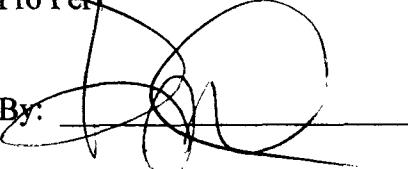
1 The same is true of my own knowledge, except as to those matters which are therein
2 stated on information and belief, and, as to those matters, I believe it to be true.
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5 Executed on July 25, 2016, at Riverside County, California.
6

7 I declare under penalty of perjury that the foregoing is true and correct.
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10 Dated: July 25, 2016
11

12 RODNEY H. DIXON
13 Pro Per
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15 By: 
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