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Rodney H. Dixon
29635 Troon Court
Murrieta, California 92563
(805) 768-4474

FILED
OCT 17 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)

**MEMORADUM OF RODNEY H. DIXON
OPPOSING BEING DEEMED A FRIVOLOUS
LITIGANT; SUBMITS A MOTION TO
AMEND ORDER AND ALLOW
SUPPLEMENTAL PLEADINGS**

RECEIVED

OCT 13 2016

COURT ADMINISTRATION

1 **MEMORANDUM OF RODNEY H. DIXON OPPOSING BEING DEEMED A**
2 **FRIVOLOUS LITIGANT; SUBMITS A MOTION TO AMEND ORDER AND ALLOW**
3
4 **SUPPLEMENTAL PLEADINGS**

5 This Memorandum of Rodney H. Dixon Opposing Being Deemed a Frivolous Litigant;
6 Submits A Motion to Amend Order and Allow Supplemental Pleadings is being submitted in
7 accordance with a Court Order dated September 19, 2016, by the Honorable Kevin W. Eide.

8 **THE BASIS OF MR. DIXON’S CLAIMS**

9 The basis of Mr. Dixon’s claims is centered on the protection of Mr. Dixon’s creative
10 works recorded and performed by Prince Rogers Nelson that began with a meeting in 1982. In
11 1994, Mr. Dixon sued Warner Bros. Records and Prince Rogers Nelson et al for Fraudulent
12 Transfer related to master recordings containing Mr. Dixon’s creative works. Mr. Dixon was
13 never paid for his creative works in accordance to a 1982 verbal agreement with payment due in
14 1994.

15 After discussions between the Honorable Aurelio Munoz, Warner Bros. Records, and Mr.
16 Dixon in the LA Superior Court, Warner Bros. Records was dismissed from the action on
17 February 8, 1995, leaving only Mr. Dixon vs. Prince Rogers Nelson et al in the matter. Two
18 months later Prince offered Mr. Dixon an Exclusive Songwriter Agreement with \$1 in
19 consideration to execute an agreement witnessed by attorneys. Mr. Dixon accepted.

20 The lawsuit in 1994 took place at a time when Prince changed his name to a symbol,
21 wrote SLAVE on his face, and was fighting against Warner Bros. Records for ownership of
22 master recordings that contained creative works of Mr. Dixon. Mr. Dixon was very active in
23 those activities as indicated by his 1994 lawsuit. As it relates to the fight for the master
24 recordings Prince did not go about it alone.

1 During an interview with Dorian Lynskey, in June 2011, Prince was asked about his fight
2 with Warner Bros. Records in the 1990's. Prince stated, "A lot of people didn't know what I was
3 doing," he says, "but it helped some people. I don't care what people think." He's not as angry
4 now. "I don't look at it as Us versus Them. I did. But you know The Wizard of Oz? When they
5 pull back the curtain and see what's going on? That's what's happened."

7 (<https://www.theguardian.com/music/2011/jun/23/prince-interview-adele-internet>)

8 Prince said that he saw the matter as "Us versus Them" back then. He said when they pull
9 back the curtain they will see what's going on? Whose they and them? (Warner Bros. Records).
10 Prince was already fighting against Warner Bros. Records. Who would they then see behind the
11 curtain if it was not Prince? The reference was the Wizard of Oz movie. In the movie there was
12 an ordinary man behind the curtain. When Warner Bros. Records pulled back the curtain they
13 saw Mr. Dixon. Prince was already there. Some people today still need to pull back the curtain
14 because they still see Prince as the only person involved with the intellectual properties at-issue.

17 In 1994, Mr. Dixon included Warner Bros. Records in the lawsuit. Right after Warner
18 Bros. Records was dismissed from the case, Prince and Mr. Dixon entered into a new agreement
19 (Us). Therefore, the only way to truly understand what is going on behind the curtain is to
20 understand Mr. Dixon's position in Prince's career and life. It was not just Prince. There was
21 "Us."

23 **EXCLUSIVE SONGWRITER AGREEMENT BY PRINCE ROGERS NELSON**

24 In the year 2014, Prince got back the master recordings from Warner Bros. Records.
25 Shortly before, Prince executed an Exclusive Songwriter Agreement with NPG Music
26 Publishing, LLC for \$1, and additional financial consideration. Prince's agreement mirrored the
27 same agreement accepted by Mr. Dixon in 1995.
28

1 Three (3) months before Prince died, Prince filed the Exclusive Songwriter Agreement
2 with NPG Music Publishing, LLC, in the Library of Congress, Copyright Office titled \$ / by
3 Prince Rogers Nelson et al. The question is, "What is Prince saying in his agreement?" The
4 question is not, "What is Prince not saying in his agreement?"
5

6 First of all, Mr. Dixon and Tyka Nelson both agree that Prince knew he was dying years
7 ago. Prince filed this document three (3) months prior to his death in preparation for his death.
8 Therefore, Prince wanted to make the contract publicly known after his death. Mr. Dixon
9 fulfilled that request.
10

11 Why did Prince want to make the NPG Music Publishing, LLC contract regarding the
12 intellectual properties publicly known? Being that Mr. Dixon is the one and only person that has
13 made in known in this Probate Matter it is Mr. Dixon that was informed. Nobody else has been
14 informed and therefore anyone else is simply guessing. Since people like guessing here's a
15 question. When Warner Bros. Records pulled back the curtain who was standing there?
16 Therefore, the "Us" Prince was referring to includes Mr. Dixon. He is the person standing behind
17 the curtain.
18

19 Although it will take the super-critical some time to come around to what Prince says
20 with his own mouth, and some will never come around that is okay. You will have some people
21 questioning Prince's signature, and come up with all the conspiracy theories that people come up
22 with. The bottom line is what is the Exclusive Songwriter Agreement that Prince filed three (3)
23 months before he died referring to? The Exclusive Songwriter Agreement is regarding Prince's
24 purported intellectual properties that includes collaborative creative works.
25

26 Prince made sure to file this document in the Federal Copyright Office. Therefore, Prince
27 considered his contract copyright matter. This adds protection for 70 years after his death and is
28

1 usable for entertainment. This makes the entire filing eligible for protection under Copyright
2 Law. Therefore, it is Copyright Law that we will use to describe the matter regarding Prince's
3 filed Exclusive Songwriter Agreement, with all of his intellectual properties included. That is
4 what Prince wanted. Those are his instructions to Mr. Dixon.
5

6 1. Prince filed this document wanting to make sure anyone and everyone knew what
7 was going on behind the curtain.

8 2. What do the provisions in Prince's contract say?

9 a. Grant of Rights - For good and valuable consideration, the receipt and
10 sufficiency of which is hereby acknowledged, Writer hereby irrevocably and
11 absolutely assigns, conveys and grants to Publisher, its successors and assigns
12 (a) all rights and interests of every kind, nature and description in and to all
13 original musical compositions and all original arrangements of musical
14 compositions in the public domain which have heretofore been written,
15 composed or created by Writer, in whole or in part, alone or in collaboration
16 with others, including but not limited to the titles, lyrics and music thereof and
17 all world-wide copyrights and renewals and extensions thereof under any
18 present or future laws throughout the world, including without limitation,
19 those musical compositions listed on Schedule 1 of Exhibit A to this
20 Agreement;
21
22
23

24 Prince clearly includes compositions created in collaboration with others in the NPG
25 Music Publishing, LLC agreement. Here are a few questions to consider: (1) What agreement(s)
26 did Prince have with different writer's past, present and future? (2) Are all of these writers listed
27 in the songs? (3) Could there be the creative works of a Wizard of Oz in the Compositions?
28

1 3. GRANT OF RIGHTS CONTINUED: “Without limiting the generality of the
2 foregoing, Writer acknowledges that the rights and interests hereinabove set forth
3 include but are not limited to Writer’s irrevocable grant to Publisher, its successors,
4 licensees and assigns, of the sole and exclusive right, license, privilege and authority
5 throughout the entire Universe to exercise all rights with respect to all Compositions,
6 whether new in existence or whether created or arising during the term hereof,
7 including but not limited to, as follows:”

8
9 Prince acknowledges in the agreement that clearly that there is more to this agreement
10 that what meets the eye. As it relates to all Compositions, including collaborative creative works,
11 there are other parameters outside of what is written in the agreement. What is in this agreement
12 is Prince to NPG Music Publishing, LLC. What is not in the agreement is Prince to other
13 collaborators.
14

15
16 4. GRANT OF RIGHTS CONTINUED: “Any and all other rights now or hereafter
17 existing in all Compositions under and by virtue of any common law rights and all
18 copyrights and renewals and extensions thereof including so-called small
19 performance rights.
20

21 Prince clearly establishes in his agreement that he understands there are other rights
22 existing in Compositions, including Compositions that have been created in collaboration with
23 others. Prince acknowledges that the rights of other collaborators are ultimately determined by
24 Copyright/Contract Law.

25 5. TITLE OF SUBMISSION – Prince filed this submission three (3) months before he
26 died and titled the submission “\$.” He filed it “by Prince Rogers Nelson et al.”
27
28

1 Therefore, as it relates to the filing of Prince Rogers Nelson in the Library of Congress,
2 Copyright Office just three (3) months before he died, Prince wanted to make it publicly known
3 what was behind the curtain. Prince labeled the filing based on the lawsuit that took place in
4 1994 after Warner Bros. Records was dismissed from the action (by Prince Rogers Nelson et al),
5 and titled the filing based on the agreement that he and Mr. Dixon executed after Warner Bros.
6 Records was dismissed (\$).

7
8 This isn't Rocket Science. Prince and Mr. Dixon sought ownership of the master
9 recordings in 1994 (Us). Warner Bros. Records saw behind the curtain and there was someone
10 else standing there other than Prince as sole-creator (Mr. Dixon/joint-creator). Prince and Mr.
11 Dixon entered into a new agreement in 1995 (\$1 consideration). Prince got back the master
12 recordings in 2014 that includes collaborative creative works of Mr. Dixon. Prince told Tyka
13 Nelson that he completed what he needed to do after getting back the master recordings. Prince
14 knew he was dying and filed the documents into the Library of Congress in 2016 just three (3)
15 months before he died. The man behind the curtain has filed the document into this Probate
16 Matter. As a joint-creator the intellectual properties revert back to the creator that is still alive
17 (Mr. Dixon). Prince and Mr. Dixon are the only two people that have ever tried to get the master
18 recordings back from Warner Bros. Records. Others may have helped Prince eventually get them
19 back but Us still remained until April 21, 2016. Now it is the time to start making the movie and
20 selecting songs for the soundtrack from the vault! That duty is solely Mr. Dixon's duty.
21
22

23 **RODNEY H. DIXON CLAIMS**

24
25 Mr. Dixon filed a lawsuit against Warner Bros. Records and Prince Rogers Nelson et al
26 in 1994, for capitalizing on Mr. Dixon's creative works without fulfilling payment obligation
27 therewith. Prince and Mr. Dixon executed a new agreement in 1995, just two (2) months after
28

1 Warner Bros. Records was dismissed from the action. Mr. Dixon's creative works are protected
2 by Copyright/Contract Law.

3 According to Mr. Dixon's claims, including but not limited to evidence such as Prince's
4 non-contest of Mr. Dixon's allegations that Prince's master recordings contained Mr. Dixon's
5 creative works, and evidence that Prince sent to Mr. Dixon \$1 in consideration to execute a new
6 agreement in 1995, and Prince's 2014 Exclusive Songwriter Agreement, suggests the following:
7

- 8 1. Mr. Dixon is a collaborative creator in Compositions performed by Prince.
- 9 2. Mr. Dixon is an active participant in the NPG Music Publishing, LLC agreement
10 executed in 2014, and filed in the Copyright Office in 2016.
- 11 3. Mr. Dixon sued Warner Bros. Records and Prince Rogers Nelson et al in the year
12 1994. Warner Bros. Records was dismissed on or about February 8, 1995. This left
13 only Prince Rogers Nelson et al to defend the lawsuits.
- 14 4. A little over two (2) months later, Mr. Dixon executed an agreement with \$1
15 consideration and additional provisions for future revenue in order for Prince to
16 utilize Mr. Dixon's creative works past, present and future, and to work on a film
17 project.
- 18 5. Three (3) months before Prince died Prince filed an Exclusive Songwriter Agreement
19 in the Federal Copyright Office Prince executed in 2014, with \$1 consideration and
20 additional provisions for revenue in order to Publish Prince's intellectual properties
21 and collaborative Compositions thereof.
- 22 6. Prince titled the documents:
 - 23 a. \$ (dollar sign) – the amount Mr. Dixon and Prince accepted as consideration
24 to enter into an agreement with Prince/NPG.
25
26
27
28

1 b. By Prince Rogers Nelson et al was the only remaining person left after
2 Warner Bros. Records was dismissed in 1995.

3 Prince made the document (Exclusive Songwriter Agreement) publicly known so that others
4 would know who was behind the curtain. There isn't anyone else that has filed a claim
5 connecting Prince's Exclusive Songwriter Agreement therewith in this Probate Matter. If
6 someone else was behind the curtain where are they? Why didn't they file a contract claim in this
7 Probate Matter if it were someone else? Why didn't they have access to this contract?
8

9 **Mr. Dixon's Memorandum as the Power of Attorney in Accordance with the**
10 **Executed Contract of Prince Rogers Nelson and NPG Music Publishing, LLC; and**
11 **Seeking Appointment as Personal Representative of the Estate of Prince Rogers**
12 **Nelson in this Probate Matter**
13

14 On or about September 21, 2016, Mr. Dixon submitted a memorandum to the Court in
15 connection with his September 2, 2016 Objection. Mr. Dixon's memorandum contained very
16 important matter including but not limited to an Official Copy of Prince's Exclusive Songwriter
17 Agreement filed in the Library of Congress, Copyright Office on or about January 8, 2016.
18

19 Relating to Prince's filed Exclusive Songwriter Agreement in the Federal Copyright
20 Office it is "important to note that Mr. Dixon stated in his submitted Memorandum dated
21 September 21, 2016 the following:
22

- 23 1. Without going into detail regarding Prince's health condition, etc., it is important to
24 note that Mr. Dixon and Prince Rogers Nelson discussed his legacy in the event of
25 death. This is why the concept of "inheritance" was being discussed in the first place.
26 These conversations were taking place before the lawsuit was filed in 1994, and
27

1 continued over time. Prince was pretty much fixated on the notion.” (Page 5, Lines
2 14-19).

3
4 2. “Mr. Dixon believes and herein asserts that Prince Rogers Nelson initiated
5 these actions in order to let the world know that Rodney Herachio Dixon and
6 Prince Rogers Nelson are considered “one in the same” upon his death as it
7 relates to the contract. That is, Mr. Rodney H. Dixon is Power of Attorney
8 with all the rights afforded by the Exclusive Songwriter Agreement executed
9 by Prince Rogers Nelson on or about April 4, 2014, and made public on or about
10 February 4, 2016.” (Page 10, Lines 10-17).

11
12 3. “Mr. Dixon believes and herein asserts that he is the only person that came
13 forward in this Probate Matter with claims of being the only person Prince
14 would trust for this assignment. In fact, most everyone else’s filings and
15 actions are based on the allegation that Prince made no provisions for his
16 intellectual properties in the event of death, and have positioned themselves
17 based on the assertion that Prince died without making provisions for his
18 intellectual properties after traveling the world to fight against illicit use
19 thereof. Additionally, Prince dedicated most of the second half of his music
20 career to getting back his masters. But others in this Probate Matter assumed
21 Prince did not make provisions because they had no proof. Others have
22 suggested that Mr. Dixon gave away all of his Intellectual Property to Prince
23 for Free, or if an argument was mounted now they would suggest Mr. Dixon
24 sold all of his copyrights to Prince for \$1.00.” (Page 12, Lines 4-18).

1 4. "In the event or likelihood of death or incapacitation of Artist/Producer all rights of
2 this Agreement are assigned to Writer as the foregoing Power of Attorney irrevocable
3 and deemed coupled with an interest." (Page 18, Lines 24-27)

4 5. "ASSIGNMENT: Artist/Producer shall have the right to assign this Agreement or any
5 of its rights and/or obligations hereunder to any party except in death or incapacity in
6 which the assignment shall revert to Writer in full. Writer may not assign any of
7 Writer's obligations hereunder without Artist/Producer consent unless caused by
8 death or incapacity." (Page 22, Lines 19-24).

9
10
11 Mr. Dixon alleged that Prince alerted him to his death and that the two men put a plan in
12 place regarding the future of intellectual properties relating to the creativity of both men. While
13 most people believed Prince died unexpectedly, Mr. Dixon has alleged before anyone else that
14 Prince prepared for the situation. While most people believed that Prince died without making
15 provisions for his intellectual properties, etc., Mr. Dixon always asserted that Prince made
16 provisions thereof and inserted the Exclusive Songwriter Agreement into the Copyright Office to
17 put everyone on notice who was standing behind the curtain of the creative works.

18
19 Notwithstanding, Mr. Dixon stated back in his First Declaration filed April 27, 2016 as
20 follows:

21 1. "The ownership to the vault was not regained by Prince Rogers Nelson until 2014 on
22 behalf of Rodney H. Dixon."
23

24 Therefore, there are a few important aspects of this matter that are very important to consider:

25 A. Mr. Dixon claims that Prince used his creative works from 1983 until the day he died,
26 and that the two men put together an elaborate plan to capitalize on a film project.
27
28

- 1 B. Mr. Dixon claims that he and Prince entered into an Exclusive Songwriter Agreement in
2 the year 1995 that allowed Prince to continue using Mr. Dixon's creative works while
3 they worked on a film project.
- 4
- 5 C. Mr. Dixon claims that he and Prince discussed Prince's death continuously over the years
6 prior to, and after the 1994 lawsuit.
- 7
- 8 D. Mr. Dixon claims he and Prince put in provisions regarding what would happen to the
9 intellectual properties upon Prince's death. The two men simply matched the provisions
10 with laws afforded by Copyright/Contract Law that already mandates what happens when
11 a joint-creator dies. Power of Attorney may need to be in writing. But in an implied
12 license reverts back to the joint-creator upon death of the licensee.
- 13
- 14 E. Mr. Dixon claims that both men had duties to fulfil as they worked towards creating a
15 film project with "Ghostwriter" theme (Wizard of Oz). (1) Mr. Dixon would be
16 responsible for writing the script and securing the financing, and (2) Prince would be
17 responsible for getting back the master recordings and creating the soundtrack.
- 18
- 19 F. Mr. Dixon claims that Prince inserted into the Copyright Office just three (3) months
20 before he died an Exclusive Songwriter Agreement with title that emphasizes: (1) the \$
21 that Mr. Dixon and Prince both executed with agreements, and (2) the only name that was
22 left after the dismissal of Warner Bros. Records in the 1994 lawsuit (Prince Rogers
23 Nelson et al).

24 **TYKA NELSON INTERVIEW – OCTOBER 5, 2016**

25 Tyka Nelson shocked the world with information that Mr. Dixon have been saying since the
26 beginning of this Probate Matter. While everyone was mourning for Prince, Tyka Nelson, a
27 presumed heir of the Estate of Prince Rogers Nelson stated that she has been preparing for
28

1 Prince's death for two years. More importantly, Tyka stated that she "mourned" for two years
2 before Prince's death even happened. When asked about it Tyka says the following: "I knew that
3 it was coming," she revealed. "He said it a couple of years ago. 'I've done everything that I've
4 come to do.' I was crushed for about two years."

5
6 However, Mr. Dixon has already been saying this very thing for some time now, except that
7 Mr. Dixon knew more than two years ago. Notwithstanding, Tyka indicated that she knew for
8 two years and that Prince told her he had done everything he had come to do. The question is,
9 what did Prince do two years ago that can be construed as everything he came to do?
10

11 Two years ago Prince gained back the master recordings from Warner Bros. Records, and
12 executed an Exclusive Songwriter Agreement with NPG Music Publishing, LLC for all of his
13 purported intellectual properties including collaborative works with others. According to
14 Prince's agreement with Mr. Dixon, the only thing left was to complete the film project they
15 were working on. Therefore, Prince filed documents in the Library of Congress, Copyright
16 Office in preparation for his death. Prince's music in the vault will still fulfill his part of the
17 agreement for the Soundtrack.
18

19 However, no potential heir or claimant have ever referenced Prince's contract or even
20 made a claim for administration/ownership of intellectual properties based on any contract. In
21 fact, Mr. Dixon's filing of the contract into this Probate Matter has shocked many. Mr. Dixon has
22 made his claim since day one stating that Prince gained the master recordings in 2014 on his
23 behalf, etc.
24

25 Therefore, Tyka's statements mirror Mr. Dixon's assertions that Prince's contract can
26 never be construed as including heirs. What is obvious by the Prince contract is that it is
27 specifically referring to creative relationships supported by Copyright/Contract Law.
28

1 **WHY WOULD MR. DIXON BE ENTITLED TO THE INTELLECTUAL**
2 **PROPERTIES FROM PRINCE OVER ANYBODY ELSE?**

3
4 Mr. Dixon and Prince have collaborated on creative works from 1983 until the day he
5 died. Therefore, Mr. Dixon has filed a claim against the Estate of Prince Rogers Nelson for
6 payment for the usage of his creative works used by Prince in accordance with a contract and
7 copyright law. The film project the two were working on was not completed before Prince's
8 death, but Mr. Dixon is committed to the completion of the film project.

9
10 In accordance with Copyright and Contract Law, Mr. Dixon's creative works cannot be
11 used by Prince Rogers Nelson without payment. Mr. Dixon's intellectual properties survive 70
12 years after Mr. Dixon's death. As of today that date is at least the year 2086. Therefore, it doesn't
13 matter if Mr. Dixon's name is not written on the NPG Music Publishing, LLC contract. Anyone
14 that would make that argument clearly does not understand how copyright law works. Such
15 arguments are Moot. The matter is determined by Copyright/Contract Law.

16
17 Copyright/Contract Law mandates how all of this works. The bottom line for Prince and
18 Mr. Dixon is that Prince gave Mr. Dixon the same agreement he gave himself (\$1 to execute
19 with financial provisions therewith). Anyone that has ever worked with Prince, or for Prince
20 knows this is a major accomplishment in itself. Therefore, the correct lens to view the Rodney
21 Herachio Dixon and Prince Rogers Nelson agreements are through the Copyright/Contract lens
22 with \$1 consideration to execute the agreement.

23
24 Mr. Dixon has articulated the financial terms of his agreement with Prince executed in
25 1995. Prince's 2014 Exclusive Songwriter Agreement contains specific provisions regarding the
26 financial terms, and Mr. Dixon claims his terms are very similar. Mr. Dixon has indicated that
27 the filed Exclusive Songwriter Agreement financial terms is evidence of his financial agreement
28

1 terms. The two men both received the same \$1 to execute the agreements, Prince initiated both
2 agreements, Mr. Dixon is the man behind the curtain. No other persons have presented other
3 terms to consider and neither can they do so. Unless a skeptic/naysayer was with Mr. Dixon and
4 Prince while they were negotiating terms, the skeptic/naysayer may have an opinion, but that
5 opinion isn't worth a dime.
6

7 **THE COPYRIGHT FACTOR**

8 Even the title of Prince's filing of the Exclusive Songwriter Agreement in 2016 is based on
9 the 1994 lawsuit between Mr. Dixon (Rameses America Mercury) vs. Prince Rogers Nelson et
10 al, after Warner Bros. Records was dismissed. Therefore, in order to properly assess this matter,
11 it is important to view the claims of Mr. Dixon from the basis of copyright ownership relating to
12 his creative works and the financial consideration articulated by Mr. Dixon. When viewed in the
13 light of Copyright/Contract Law, Mr. Dixon's descriptions of payments for royalties, a future
14 film project, additional licensing opportunities, and an incredible internet platform, the blank
15 check described by Mr. Dixon becomes most important. The actual amount owed can only be
16 determined over the years, or by appraisal as the intellectual properties revert back to the joint-
17 creator, Mr. Dixon – the man behind the curtain.
18
19

20 **I. MOTION TO DISMIS**

21 On or about April 27, 2016, Mr. Dixon filed a Declaration, Petition and Demand for Notice.
22 On or about April 29, 2016, Bremer Trust filed a Motion to Dismiss the Claims of Rodney H.
23 Dixon for "failure to state a claim in which relief may be granted" in accordance with Minnesota
24 Rule 12.02(e).
25
26
27
28

1 **2. FEDERAL RULES OF CIVIL PROCEDURE RULE 12(b)(6)**

2 In U.S. federal courts, the defense is set forth at Federal Rules of Civil Procedure, Rule
3 12(b)(6) as follows: To defeat a motion to dismiss filed pursuant to Rule 12(b)(6), a plaintiff
4 must plead “enough facts to state a claim to relief that is plausible on its face.” A claim must
5 simply meet the “plausibility test.” “When the plaintiff pleads factual content that allows the
6 court to draw the reasonable inference that the defendant is liable for the misconduct alleged.”
7

8 Mr. Dixon has not filed a misconduct allegation against Prince or the Estate of Prince
9 Rogers Nelson into this Probate Matter. Mr. Dixon alleges his creative works were used by
10 Prince Rogers Nelson with payment due (Contract Claim). Mr. Dixon originally made this claim
11 in 1994. The matter went uncontested by Prince. However, Mr. Dixon asserted that a modified
12 agreement took place in the year 1995, witnessed by Jerry Edelstein, attorney-at-law. Mr. Dixon
13 claimed that activities by the principals (Mr. Dixon & Prince) would be described in greater
14 detail as this case continued. Mr. Dixon’s creative works cannot be used by Prince or anyone else
15 without payment. Mr. Dixon stressed an expectance of payment from Prince. Mr. Dixon did not
16 file a lawsuit in this Probate Matter to collect not for wrongdoing.
17

18 As it relates to Mr. Dixon’s claims, the plausibility would simply be, Does Prince’s usage
19 of Mr. Dixon’s creative works give Mr. Dixon a right to collect? If yes, “how much?” If yes,
20 motion to dismiss fails.
21

22 Mr. Dixon stated the agreement was for \$1 Billion. Prince did not contend against this
23 amount but instead executed an agreement with Mr. Dixon that could produce more than that
24 amount. Mr. Dixon clearly stated in this Probate Matter than he believed \$1 billion was a low
25 amount.
26
27
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1 The LA Superior Court saw the plausibility in that a major entertainment superstar would
2 not contend against these claims, when Warner Bros. Records did contend, as plausible that an
3 agreement had to take place. The LA Courts reasoned that Mr. Dixon's claims were plausible
4 enough to keep the case open, especially when testimony came about that Prince was running
5 from the lawsuit. Shortly thereafter, Prince sent Mr. Dixon \$1 to execute a new agreement.
6

7 **RULE 12(b)(6)**

8 "In reviewing a Rule 12(b)(6) motion, the court must accept all well-pleaded facts in the
9 complaint as true and view them in the light most favorable to the plaintiff. In ruling on such a
10 motion, the court cannot look beyond the pleadings. The pleadings include the complaint and any
11 documents attached to it. Likewise, documents that a defendant attaches to a motion to dismiss
12 are considered part of the pleadings if they are referred to in the plaintiff's complaint and are
13 central to the plaintiff's claims."
14

15 Mr. Dixon clearly states in the pleadings that his claims center on the assertion that his
16 creative works were used by Prince and payment was due. In viewing this case in the most
17 favorable light to Mr. Dixon, the simple question would be as follows: If Prince used Mr.
18 Dixon's creative works without pay, does that warrant relief under the law? The answer is yes.
19 This factor is enhanced by the fact that Prince did not contend against Mr. Dixon's claims and
20 offered Mr. Dixon a new agreement in 1995 after the lawsuit was filed. Mr. Dixon clearly made
21 reference to all of these allegations in his pleadings.
22

23
24 **3. A MOTION TO DISMISS FLIES IN THE FACE OF COPYRIGHT/CONTRACT**

25 **LAW**

26 Mr. Dixon is filing a Motion to Amend the Order in addition to his Opposition to being
27 deemed a Frivolous Litigant based on the following:
28

1 **Minn. R. Civ. P. 59.01:** A new trial may be granted to all or any of the parties and on all
2 or part of the issues for any of the following causes:

3 (A) Irregularity in the proceedings of the court, referee, jury, or prevailing party, or any order
4 or abuse of discretion, whereby the moving party was deprived of a fair trial;

5 (B) Misconduct of the jury or prevailing party;

6 (G) The verdict, decision, or report is not justified by the evidence, or is contrary to law; but,
7 unless it be so expressly stated in the order granting a new trial, it shall not be presumed, on
8 appeal, to have been made on the ground that the verdict, decision, or report was not justified by
9 the evidence.
10

11
12 Bremer Trust mailed to Mr. Dixon a Notice of Disallowance on or about June 2, 2016,
13 stating the following: “Your claim which asserts, among other things, ownership of all
14 intellectual properties of decedent and a debt in the amount of \$1,000,000,000.00, presented on
15 April 27, 2016, is disallowed in its entirety because the claim has no basis in law or fact. Your
16 claim will be barred unless you file a petition for allowance with the Court or commence a
17 proceeding against the Special Administrator not later than two months after the mailing of this
18 notice to you.”
19

20 However, the fact that is Mr. Dixon alleged that is creative works were used by Prince, and
21 Mr. Dixon have maintained this allegation since 1994. Mr. Dixon simply filed a claim to collect.
22 Mr. Dixon maintained that he was the originator of the creative works. Mr. Dixon only attempted
23 to state the claim that does warrant relief under the law. Mr. Dixon knew that as the case
24 continued beyond motion to dismiss status he had more than enough evidence, legal argument,
25 etc. to prove his claims based on a preponderance of the evidence.
26
27
28

1 **4. BREMER TRUST FAILS TO APPLY COPYRIGHT/CONTRACT LAW TO**
2 **PROTECT MR. DIXON'S INTELLECTUAL PROPERTIES**

3 Mr. Dixon have asserted since his lawsuit filed in 1994, that Prince agreed to pay him \$1
4 Billion for use of Mr. Dixon's creative works. Mr. Dixon maintained that Prince and Mr. Dixon
5 came to an agreement more than once. Mr. Dixon argued that his copyright/contract claim is
6 supported by Desny ruling in accordance with prong two. Thus, a contract claim for usage of the
7 creative works of Rodney H. Dixon is the center of all of Mr. Dixon's actions since 1994.
8

9 However, at the final hour Bremer Trust defense included a statute of limitations that was
10 never in contention or in Mr. Dixon's pleadings. In fact, this was never an argument that came up
11 in LA Superior Court because the concept of Copyright/Contract Law would negate that
12 argument. Notwithstanding, Bremer Trust argued statute of limitations at the last hour arguing
13 that Mr. Dixon's claims are time-barred. The mere fact Bremer Trust inserted a Statute of
14 Limitations without Mr. Dixon's ability to respond is in violation of Rules of Professional
15 Conduct, Federal Rules of Civil Procedure, Rule 12(b)(6), and multiple other codes described in
16 this memorandum.
17

18 “Likewise documents that a defendant attaches to a motion to dismiss are considered part of
19 the pleadings if they are referred to in the plaintiff's complaint and are central to the plaintiff's
20 claims (Federal Rules of Civil Procedure, Rule 12(b)(6)).
21

22 On or about August 5, 2016, Bremer Trust submitted “The Special Administrator's
23 Memorandum in Support of Motion to Dismiss Rodney Herachio Dixon's Purported Claim
24 Against the Estate of Prince Rogers Nelson and in Response to Dixon's Request for a
25 Restraining Order.
26
27
28

1 Notwithstanding, as it relates to Mr. Dixon's contract claims with decedent Prince Rogers
2 Nelson, Bremer Trust states the following:

3 A. Bremer Trust: "Mr. Dixon also appears to allege that a prior lawsuit that Mr. Dixon filed
4 against Prince gives Mr. Dixon rights to assets in Prince's Estate. This apparent claim
5 fails as a matter of law for two reasons: (1) the mere fact of filing a lawsuit, in the
6 absence of any judgment against Prince, does not give Mr. Dixon any claim against the
7 Estate; and, (2) to the extent Mr. Dixon appears to claim that the prior lawsuit he filed
8 somehow constitutes Prince's "will," a will to transfer property after death (like a transfer
9 of copyright ownership) must be in writing and signed by the testator. Minn. Stat. §
10 524.2-502. Mr. Dixon does not allege there is any written and signed document by Prince
11 constituting his will."
12
13

14 i. Bremer Trust clearly left out of its response anything relating to Mr.
15 Dixon claims of Prince's usage of Mr. Dixon's creative works (Protected
16 by Copyright/Contract Law). Mr. Dixon's creative works cannot be used
17 for free. This fact alone gives Mr. Dixon rights to assets in Prince's Estate,
18 specifically because Prince's assets include collaborative creative works of
19 Mr. Dixon.

20 B. Bremer Trust: "On April 27, 2016, Mr. Dixon filed a document entitled "Declaration,
21 Petition & Demand for Notice of Rodney H. Dixon." Doc. No. 12. Mr. Dixon's original
22 declaration alleges that Mr. Dixon is "the sole and exclusive owner of all intellectual
23 properties after the death of Prince Rogers Nelson" with reference to Prince's copyrights
24 and "music catalog/vault." Id. at 2"

25 C. Bremer Trust: "Mr. Dixon further alleges that he is the owner because of an alleged
26 "verbal" or "implied" agreement transferring all of Prince's intellectual property rights to
27 Mr. Dixon. See, e.g., id. at 3 ("I further contend that the conveyance of transfer by the
28 actions of Prince Rogers Nelson constitute an 'implied agreement' between Prince

1 Rogers Nelson and Rodney Herachio Dixon relating to the 10-PR-16-46 Filed in First
2 Judicial District Court 8/5/2016 1:59:22 PM Carver County, MN 128433676 3 music
3 catalog/vault at-issue prior to his death as illustrated by copyright law."); id., Ex. B"

- 4
5 i. Although the record is quite clear, since 1994, Mr. Dixon's allegations
6 center on the fact that Prince used Mr. Dixon's creative works and that
7 was the basis for the agreement in 1995. However, Bremer Trust formed
8 its defense on only ½ of the equation (Prince). The focus of Bremer Trust
9 was narrow and in error because Mr. Dixon's creative works cannot be
10 used for free. The sole focus on Prince as the sole creator is not accurate.
11 Prince must have an agreement to use Mr. Dixon intellectual properties
12 and Prince made sure he obtained those rights and gave Mr. Dixon \$1
13 consideration to execute an agreement which is the same agreement Prince
14 gave himself.

11 D. Bremer Trust: "Mr. Dixon's original declaration also alleges that Mr. Dixon's claim
12 against the Estate is based on a prior lawsuit filed against Prince in California state court
13 more than 20 years ago in 1994. Id. at 2 ("This Declaration and Petition is based on at
14 least Case No. BC113137, that took place in the Los Angeles Superior Court, County of
15 Los Angeles in the years 1994-1995."); id. at 4 ("The case involving Prince Rogers
16 Nelson and Mercury/Dixon is rooted in copyright law and agreements thereof relating to
17 original and derivative works with a conveyance of transfer based on actions and the
18 principals therewith.").1"

- 19
20
21 i. Bremer Trust continued to miss the point. The basis of Mr. Dixon's claims
22 is his own creativity used by Prince. This led to a lawsuit in 1994. The
23 lawsuit led to a new agreement reached in 1995. However, Mr. Dixon
24 does not limit the actions of the principals (Mr. Dixon & Prince) to the
25 lawsuit that took place in 1994. Mr. Dixon includes other evidence
26 including but not limited to the receipt of \$1 to execute an agreement, and
27 Prince's filing of an Exclusive Songwriter Agreement in the Copyright
28 Office just three (3) months before he died.

27 E. Bremer Trust: ("Rodney Herachio Dixon has claimed that decedent Prince Rogers Nelson
28 entered into an Agreement for \$1 billion and submitted the rights of intellectual property

1 ownership to Rodney Herachio Dixon in the year 1995. Rodney Herachio Dixon has
 2 claimed that the decedent Prince Rogers Nelson entered into this Agreement prior to the
 3 lawsuit filed in 1994 via a Verbal and Implied Agreement and consummated the Implied
 4 Agreement in the year 1995 after the lawsuit was filed.”); id. at 5”

- 5
- 6 i. Bremer Trust admits that Mr. Dixon specified that there was activity after
 7 the lawsuit filed in 1994, including an agreement that was consummated in
 8 1995. The mere fact that Mr. Dixon’s intellectual properties cannot be
 9 used without pay is very important for the Prince Estate. A new agreement
 10 in 1995 indicates Prince did not attempt to steal the protected copyrights
 11 of Mr. Dixon. I don’t know if Bremer Trust knew what it was insinuating?
 12 They insinuate Prince stole Mr. Dixon’s creative works but an agreement
 13 was reached.
- 14 ii. Mr. Dixon has brought forth the Agreement terms with \$1 consideration
 15 thereof that took place after the 1994 lawsuit was filed indicating an
 16 agreement took place in 1995. Mr. Dixon is not insinuating a theft. Prince
 17 did not steal Mr. Dixon’s creative works.

18 F. Bremer Trust: “In none of the documents that Mr. Dixon has filed with the Court does
 19 Mr. Dixon allege that his alleged agreement with Prince to transfer intellectual property
 20 to Mr. Dixon was in writing. Instead, as demonstrated above, Mr. Dixon alleges just the
 21 opposite. Further, despite Mr. Dixon’s multiple filings, Mr. Dixon has not produced
 22 evidence of any written agreement, confirming that no such document exists.”

- 23 i. Bremer Trust continued to neglect the fact that Mr. Dixon’s claims are
 24 centered on the allegation that Prince used Mr. Dixon’s creative works
 25 without payment. Mr. Dixon and Prince agreed to work together. Bremer’s
 26 focus on Prince only, as if Prince created everything by himself his entire
 27 career, is a notion that is completely false.
- 28 ii. Mr. Dixon has stated that written agreements were in place on multiple
 occasions. Mr. Dixon filed a written agreement (Exclusive Songwriter
 Agreement – NPG Music Publishing, LLC) that includes a provision for
 collaborative creators, totally nullifying the belief that Prince did
 everything as a “one-man band, and nullifying the argument of Bremer
 Trust who knew or should have known that Mr. Dixon did not need to file
 every piece of evidence to overcome a motion to dismiss.
 Notwithstanding, Collaborators do enjoy protection under the law.

1 **5. OVERCOMING A MOTION TO DISMISS**

2 G. “The Minnesota Rules of Civil Procedure require that “[a] pleading which sets forth a
3 claim for relief . . . shall contain a short and plain statement of the claim showing that the
4 pleader is entitled to relief.” Minn. R. Civ. P. 8.01 (Claims for Relief). The Minnesota
5 Rules of Civil Procedure also provide that a party’s defense to a claim based on the
6 “failure to state a claim upon which relief can be granted” may be made by motion. Minn.
7 R. Civ. P. 12.02(e).”
8

- 9
10 i. Bremer Trust clearly left out of its response to Mr. Dixon’s claims
11 anything relating to Prince’s usage of Mr. Dixon’s creative works.
12 Therefore, Bremer Trust’s defensive posture was always off-base.
13 Copyright/Contract protections under the law for Mr. Dixon are applicable
14 in this matter.

15 H. Bremer Trust: “Finally, Mr. Dixon’s citation to a 1956 decision by the California
16 Supreme Court does not change the conclusion that an alleged transfer of copyright
17 ownership via a verbal or implied agreement is not legally cognizable. See Doc. No. 52
18 (Dixon Second Decl.) at 3-4 (citing *Desny v. Wilder*, 299 P.2d 257 (Cal. 1956)); Doc.
19 No.158 (Dixon Third Decl.) at 35 (citing *Desny*). The *Desny* decision involved an
20 implied contract with respect to a story that had been submitted by a writer to a producer.
21 See generally *Desny v. Wilder*, 299 P.2d 257 (Cal. 1956). The decision did not involve or
22 speak to an allegation that ownership of copyrights had been transferred via a verbal or
23 implied agreement, as Mr. Dixon contends here. See generally *id.* Accordingly, the
24 *Desny* decision is inapplicable to Mr. Dixon’s claim against the Estate.”

- 25
26 i. *Desny* was cited and is still cited to protect Mr. Dixon’s rights against use
27 of his creative works without pay, and pay is expected. Mr. Dixon’s
28 intellectual properties cannot be used without payment. Bremer’s
understanding of *Desny* is in error. Bremer’s focus on Prince’s intellectual
properties purported to be solely owned by Prince is inaccurate.

1 I. Bremer Trust: “Furthermore, and in any event, there is a two-year statute of limitations in
 2 California for breach of contract claims that are not based on a written document. Cal. C.
 3 Code 339.1 (“Within two years: 1. An action upon a contract, obligation or liability not
 4 founded upon an instrument of writing . . .”). Thus, Mr. Dixon’s claims against Prince
 5 based on an alleged verbal or implied agreement were time-barred two decades ago.”
 6

- 7 i. Mr. Dixon’s creative works do not lose protection after 2 years.
 8 Copyrights are protected for 70 years after the death of the owner with
 9 renewal periods afforded thereafter. There are multiple other factors
 10 regarding copyright that Mr. Dixon will discuss in this memorandum that
 11 are outside the scope argued by Bremer Trust regarding written contracts
 12 and statute of limitations when dealing with copyright matters.
 13 Additionally, Mr. Dixon’s agreement for two-years was an issue Mr.
 14 Dixon and Prince focused on specifically, however, Bremer Trust argued
 15 statute of limitations although not central to Mr. Dixon’s claims, and at the
 16 last hour without Mr. Dixon having an opportunity to respond to its new
 17 contention never before raised.

14 6. COPYRIGHT LICENSE

15 “A copyright license is an arrangement between a copyright holder and a user, allowing the
 16 user limited use of the copyrighted material. In most cases, the user is required to pay royalties to
 17 the copyright holder. Copyright infringement refers to the use of copyrighted material without
 18 the copyright holder's consent. Copyright infringement is based on federal copyright law, while
 19 breach of a copyright license agreement is based on state contract law.”
 20

- 21 i. Mr. Dixon is not making a claim in this Probate Matter regarding breach
 22 of copyright license agreement or copyright infringement. Mr. Dixon
 23 clearly states the he and Prince reached an agreement for usage of Mr.
 24 Dixon’s creative works. Mr. Dixon clearly states that Prince’s usage of
 25 Mr. Dixon’s creative works continued until the day Prince died. Mr. Dixon
 26 filed a claim to collect, not to sue. There is no breach alleged by Mr.
 27 Dixon.
 28

1 **7. COPYRIGHT LICENSE AGREEMENTS**

2 “A copyright license agreement is a bargained-for agreement between a copyright holder and
3 a party seeking to use copyrighted material. Such agreements often strictly limit the use of the
4 material in question; for example, the user may be prohibited from adapting the material or
5 distributing it. The copyright holder may demand a percentage of the user's sales revenue or a
6 flat fee if the work is non-commercial. The license agreement may also stipulate other limitations
7 on how the copyrighted material may be used.”
8

- 9
- 10 i. Bremer Trust simply argued that Mr. Dixon’s claims does not warrant
11 relief under the law even if Mr. Dixon’s claims were true. That was the
12 basis of its motion to dismiss. However, it is clearly illustrated by
13 copyright/contract law that usage of Mr. Dixon’s creative works does
14 warrant relief under the law. A statute of limitations is not applicable
in this regard. Mr. Dixon specifically asserted that Prince and Mr.
Dixon executed a bargained-for agreement between copyright holder
(Mr. Dixon) and party seeking to use copyrighted material (Prince).

15 **8. BREACHES AND INFRINGEMENT**

16 “Whether breach of a copyright license agreement constitutes copyright infringement
17 depends on the nature of the breach. If the user defaults on the payment of royalties, for example,
18 the copyright holder is entitled to cancel the agreement and sue for damages under contract law.
19 Use of the copyrighted material within the scope of the agreement does not constitute
20 infringement until after the copyright holder notifies the user that the agreement has been
21 canceled. On the other hand, if the user utilizes the copyrighted work in a manner not authorized
22 by the licensing agreement – such as adapting the work by translating it into another language –
23 this use breaches the agreement and also constitutes copyright infringement. If the copyright
24 holder registered his work with the U.S. Copyright Office prior to the infringing act or within
25 three months of first publication, he can sue the user for statutory damages of up to \$150,000 per
26 act, and no proof of actual damages is required.
27
28

- 1 i. Mr. Dixon originally sued in 1994 for Fraudulent Transfer with
 2 elements of breach. However, Mr. Dixon never claimed that his
 3 creative works were used outside the scope of the agreement made
 4 with Prince, and therefore have never sued for Copyright
 5 Infringement. Additionally, Mr. Dixon clearly stated that he and Prince
 6 entered into a modified agreement in the year 1995, and that Prince
 7 continued in accordance to the terms of the agreement until the day he
 8 died. Therefore, copyright infringement is not Mr. Dixon's claim.
 9 Copyright Law does mandate at least a license or purchase for usage of
 10 Mr. Dixon's creative works however. But there is again no claim for a
 11 breach.

9. FINANCIAL INCENTIVE

10 "Copyright's legal monopoly results in a financial incentive for an author to produce original
 11 works. He can earn income in two ways: by licensing the use of his work in exchange for
 12 royalties, or by selling his copyright to someone else. Novelists, for example, typically sell their
 13 copyrights to publishing companies. Because copyright law allows authors to profit from their
 14 work, some are able to devote themselves full-time to creative pursuits. This benefits society as a
 15 whole by increasing the number of available creative works."
 16

- 17 i. Mr. Dixon has always maintained that he expected payment from
 18 Prince for usage of his creative works. Mr. Dixon clearly states he
 19 agreed to modified terms in 1995. Either Mr. Dixon and Prince's
 20 agreement is a license, or Mr. Dixon sold his rights to Prince? Either
 21 way Prince's Estate must provide payment to Mr. Dixon. The only
 22 thing left at-issue is; does the Estate get ownership of the copyrights
 23 and master recordings upon payment to Mr. Dixon? Or, does the
 24 copyrights and master recordings revert back to Mr. Dixon after
 25 receipt of payment by the Estate? However, these are the only two
 26 choices afforded the Estate.

10. MR. DIXON PLEADINGS ARE NOT MANDATED TO FOLLOW ANY PARTICULAR LEGAL FORMAT / MINN. RULES OF CIVIL PROCEDURE

26 As it relates to a few short sentences necessary to overcome a motion to dismiss, there is only
 27 the need to outline a few and expound upon those in great detail. [G] "The Minnesota Rules of
 28 Civil Procedure require that "[a] pleading which sets forth a claim for relief . . . shall contain a

1 short and plain statement of the claim showing that the pleader is entitled to relief.” Minn. R.
2 Civ. P. 8.01 (Claims for Relief).

3
4 However, the Minnesota Rules of Civil Procedure does not intend to punish those whose
5 pleadings are outside of the standard format. For example, Minnesota Rules of Civil Procedure
6 also provide that a party’s defense to a claim based on the “failure to state a claim upon which
7 relief can be granted” may be made by motion. Minn. R. Civ. P. 12.02(e),” but does not limit the
8 format of the pleadings of the plaintiff but does mandate a limitation on the scope of the
9 respondent/defendant.

10
11 Notwithstanding, Mr. Dixon’s pleadings submitted in this probate matter with declarations
12 filed since 1994 includes but is not limited to:

- 13 1. “On or about February 14, 1984, defendant Prince Rogers Nelson was the owner and in
14 possession and control of Purple Rain masters, which included music by plaintiff
15 Rameses America Mercury” - (Submitted and Filed, LA County Court - September 23,
16 1004/ Submitted and Filed Carver County ATTACHMENT – 3rd Declaration).
- 17 2. “The fact is plaintiff, Rameses America Mercury’s, thoughts were being mortgaged and
18 he was not given any consideration, in particular, he was not given a total free-agency
19 deal, he did not become a millionaire in three years and he is owed and due
20 \$1,000,000,000 on December 14, 1994.” - (Submitted and Filed, LA County Court -
21 September 23, 1004/ Submitted and Filed Carver County ATTACHMENT – 3rd
22 Declaration).
- 23 3. “Defendant, Prince Rogers Nelson, received the first of several demo tapes from plaintiff,
24 Rameses America Mercury, on or about June 7, 1983, and has continued to receive tapes
25 throughout his career with gaps in-between.” - (Submitted and Filed, LA County Court -
26
27
28

1 September 23, 1004/ Submitted and Filed Carver County ATTACHMENT – 3rd
2 Declaration).

- 3
4 4. “Defendant, Prince Rogers Nelson, has performed music created by plaintiff, Rameses
5 America Mercury, on his Purple Rain, Around the World in A Day, and Sign O’ The
6 Times albums, and additional albums served as “instruments of deception” as defendant,
7 Prince Rogers Nelson, has committed Fraud and Deceit, and has not performed any of his
8 obligations.” - (Submitted and Filed, LA County Court - September 23, 1004/ Submitted
9 and Filed Carver County ATTACHMENT – 3rd Declaration).
- 10
11 5. “In accordance with the laws of the State of Minnesota under Section 524.8, Rodney
12 Herachio Dixon is a claimant against the Estate of Prince Rogers Nelson, et a1. and
13 includes property of Prince Rogers Nelson in accordance with Section 524.7.” –
14 (Submitted and Filed Carver County - 3rd Declaration).
- 15
16 6. “Mr. Dixon would create a new song and give it to Prince and versions of those songs
17 with Mr. Dixon’s distinct style would be on Prince’s next album and the radio would
18 change!” (Submitted and Filed LA County – September 23, 1994 / Carver County - 3rd
19 Declaration).
- 20
21 7. “You see when Mr. Dixon first gave Prince the first demo tape in 1983.” (Submitted and
22 Filed LA County – September 23, 1994 / Carver County - 3rd Declaration).
- 23
24 8. “In order to show that Mr. Dixon’s creative works was worthy of the agreement Prince
25 made with Mr. Dixon it was vital to show the world what Mr. Dixon could do.”
26 (Submitted and Filed Carver County - 3rd Declaration Referencing LA County Case
27 BC113137 and all agreement(s) Entered with Mr. Dixon & Prince / Copyright Office /
28 NPG Music Publishing, LLC).

- 1 9. "This life/entertainment masterpiece was co-created by Prince and Mr. Dixon together." -
2 (Submitted and Filed Carver County - 3rd Declaration Referencing LA County Case
3 BC113137 and all agreement(s) Entered with Mr. Dixon & Prince / Copyright Office /
4 NPG Music Publishing, LLC).
5
- 6 10. "Mr. Dixon has never received any compensation from Prince to date. Mr. Dixon was
7 not paid for his music or his other creative concepts." - (Submitted and Filed Carver
8 County - 3rd Declaration Referencing LA County Case BC113137 and all agreement(s)
9 Entered with Mr. Dixon & Prince / Copyright Office / NPG Music Publishing, LLC).
10
- 11 11. "Regardless of the naysayers and skeptics, it is with great honor that Mr. Dixon accepts
12 Prince's confidence and belief in Mr. Dixon to give him a \$1 billion agreement." -
13 (Submitted and Filed Carver County - 3rd Declaration Referencing LA County Case
14 BC113137 and all agreement(s) Entered with Mr. Dixon & Prince / Copyright Office /
15 NPG Music Publishing, LLC).
16
- 17 12. "As a result, Rodney Herachio Dixon is the only person in the world to have any legal
18 claims to Prince's entire estate in a legal case with Prince's purported participation with
19 agreement dated prior to Prince's death. This fact cannot be by accident!" - (Submitted
20 and Filed Carver County - 3rd Declaration Referencing LA County Case BC113137 and
21 all agreement(s) Entered with Mr. Dixon & Prince / Copyright Office / NPG Music
22 Publishing, LLC).
23
- 24 13. "The concepts illustrated by Mr. Dixon in these declarations match perfectly with the
25 actual words spoken by Prince himself." - (Submitted and Filed Carver County - 3rd
26 Declaration Referencing LA County Case BC113137 and all agreement(s) Entered with
27 Mr. Dixon & Prince / Copyright Office / NPG Music Publishing, LLC).
28

- 1 i. Mr. Dixon has clearly stated that his creative works were used by
2 Prince without payment thereof in accordance to the terms of an
3 agreement. However, acceptance of a modified agreement was
4 executed in 1995, and provisions inserted into a 2014 NPG agreement
5 with Prince's own words and inserted into the Federal Copyright
6 Office prior to his death. However, Bremer Trust filed a motion to
7 dismiss while neglecting to address Prince's usage and collaboration
8 of Mr. Dixon's creative works as the basis of Mr. Dixon's agreements
9 with Prince and claims.

10 **11. 17 U.S.C. § 204(a)**

11 Bremer Trust stated that Mr. Dixon's claims were not eligible for relief under the law even if
12 he did have a contract with decedent in accordance with Minnesota Rule 12.02(e) and 17 U.S.C.
13 § 204(a). However, Bremer Trust argued their point from only the viewpoint of Prince's
14 involvement in the creative works while neglecting to consider the viewpoint of Mr. Dixon's
15 involvement in the creative works.

16 Mr. Dixon went on to argue that 17 U.S.C. § 204(a) was being applied in error by Bremer
17 Trust regarding the prong two test, and the fact that Mr. Dixon's pleadings allege Prince's usage
18 of Mr. Dixon's creative works without compensation therewith since 1994. Mr. Dixon specified
19 that his music and creative works were being used by Prince since 1984 (Purple Rain) until the
20 day he died without payment being fulfilled.

21 Mr. Dixon's pleadings clearly focus on the point that there are two entertainment creators in
22 this matter (Mr. Dixon & Prince), and the basis of the contract was the use of Mr. Dixon's
23 creative works that had to be paid for. That was Mr. Dixon's claim in 1994, 1995 and now in
24 2016.

25 Bremer Trust chose to focus on only one creator (Prince) while neglecting to touch upon the
26 other creator (Mr. Dixon), the man behind the curtain, and therefore did not consider Mr.
27

1 Dixon's claims from a true position. This is an error on the part of Bremer Trust whose
2 responsive pleadings are therefore flawed at best.

3 In fact, Prince's usages and collaborations of Mr. Dixon's creative works has always
4 been at-issue. Therefore, still at-issue right now is the fact that Mr. Dixon has not received full-
5 compensation for his creative works.
6

7 Mr. Dixon does not claim Prince stole his music. Therefore, the creative works were
8 either bought by Prince or licensed by Prince and payment is still outstanding. Licensing or
9 Purchasing are the only two choices available for the Estate to consider.
10

- 11 1. In 1995, Prince made sure a Fraud and Deceit allegation raised by
12 Mr. Dixon in 1994, would not be at-issue and therefore made sure
13 Mr. Dixon received consideration in front of legal witnesses
14 (attorneys) to execute a new agreement (\$1) and royalties. If the
15 argument is regarding a written contract featuring Mr. Dixon's
16 name on it, the law reminds us that an implied license to Prince is
17 axiomatic that would protect Prince from the concept of copyright
18 infringement, albeit payment is still owed to Mr. Dixon.

19 **12. IMPLIED LICENSES**

20 Implied License – "is an unwritten license which permits a party (the licensee) to do
21 something that would normally require the express permission of another party (the licensor).
22 Implied licenses may arise by operation of law from actions by the licensor, which lead the
23 licensee to believe that it has the necessary permission. Implied licenses often arise where the
24 licensee has purchased a physical embodiment of some intellectual property belonging to the
25 licensor, or has paid for its creation, but has not obtained permission to use the intellectual
26 property."

- 27 1. Therefore, Prince was at least granted a licensed to use the creative
28 works of Mr. Dixon, whether terms were in writing or not. Prince
would thereby enjoy an implied license at a minimum. However,
Mr. Dixon have yet to receive payment therewith and payment
must be made in accordance with an Implied License.

1
2 “In 2008, the Ninth US Circuit held that a non-exclusive license to use copyrighted material
3 can be granted by implied license, but not an exclusive license. Further, if the creator has
4 received consideration for the work, the non-exclusive grant is irrevocable.”

- 5
6 i. Mr. Dixon has in-fact received consideration to execute the agreement
7 (\$1) with future revenue agreed to. However, Mr. Dixon has not
8 received the compensation as agreed to which is now due. If the
9 argument is that Mr. Dixon did not grant Prince an exclusive license in
10 writing, other artist, producers, and record companies can use the
11 music that Mr. Dixon created with Prince. However, Mr. Dixon have
12 agreed that he gave Prince exclusive rights and is not seeking to use
13 any of the collaborative compositions with Prince with any other
14 artists. However, it appears that Bremer Trust have argued that Prince
15 cannot have exclusive rights because they contend Prince did not
16 obtain these rights in writing. Bremer Trust therefore creates a
17 conundrum for the Estate perhaps unknowingly.

18 “In the United States, implied licenses are usually considered to be of two kinds: either they
19 reflect the intention of the parties, which is inferred from a fact-specific inquiry into the
20 surrounding circumstances, or else they are constructive agreements, in which case the intention
21 of the parties is likely to be immaterial. In reality, there is a continuum between these types of
22 implied license and it may be difficult to determine whether the license or contract in question is
23 one which the law implies, irrespective of any protests by the unwilling licensor, or instead one
24 inferred from the whole pattern of factual circumstances including the evidence of intent.”

- 25
26 i. Mr. Dixon agrees that in the light of a fact-specific inquiry the
27 determination of implied license versus Prince purchase is unclear.
28 However, Bremer Trust neglected to investigate the entire matter to
ascertain the implied license or contract status on the Estate’s behalf.
In fact, Bremer Trust neglected to consider Mr. Dixon’s creative works
and protections at all. Mr. Dixon asserts that he agreed to Prince’s
exclusive use which is a favorable admission by Mr. Dixon for the
Estate’s behalf regarding Prince’s legacy. Notwithstanding, even if an
“invalid contract” is argued by Bremer the matter must still be
determined by Operation of Law.

1 **Operation of Law** – “The right has been created for a party, irrespective of the intent of
 2 that party, because it is dictated by existing legal principles. Rights that arise by operation of law
 3 often arise by design of certain contingencies set forth in a legal instrument. Rights of liabilities
 4 created by operation of law can also be created involuntarily, because a contingency occurs for
 5 which a party has failed to plan (e.g. failure to write a will); or because a specific condition exists
 6 for a set period of time. If a life estate is created in a tract of land, and the person by whose life
 7 the estate is measured dies, title to the property reverts to the original grantor – or, possibly, to the
 8 grantor’s legal heirs – by operation of law. Nothing needs to be put in writing to affirm that this
 9 will happen.”
 10
 11

- 12 ii. Without a contract the intellectual properties collaborated with Mr. Dixon
 13 simply revert back to Mr. Dixon upon the death of Prince, and not heirs by
 14 Operation of Law. Notwithstanding, Mr. Dixon states that this is exactly
 15 what Mr. Dixon and Prince agreed to, which is also what would take place
 16 by Operation of Law regarding Copyrights for joint-works when the other
 17 creator dies.
 18 iii. Therefore, regardless of a contract, unless there is a contract that says
 19 otherwise, the intellectual properties revert back to Mr. Dixon.
 20 iv. Intestate law would not set-aside the Copyright/Contract Law of Implied
 21 Licenses between Mr. Dixon and Prince. The only argument that could
 22 possibly alter the reversion right is an argument that Prince bought Mr.
 23 Dixon’s intellectual properties outright.
 24 v. No person(s) have ever made that argument and if so would still be
 25 obligated to pay Mr. Dixon; the creative man behind the curtain.
 26 vi. Regarding heirs Prince made it a point to make sure everyone understood
 27 heirs had nothing to do with his entertainment career and he had nothing to
 28 do with theirs. His submitted contract into the Federal Copyright Office
 makes the point that his intellectual properties involved those that had
 creative relationships with him. Thus, the intended recipient had something
 to do with Prince’s creative career (coupled with an interest). This point
 could never be construed as a familial heir of any kind. Mr. Dixon is the
 only creative person to insert the contract and make a claim for collection
 upon a contract into this Probate Matter.

1 **13. MR. DIXON'S FIRST DECLARATION**

2 On or about April 25, 2016, Mr. Dixon filed his First Declaration listing a few applicable
3 codes as follows:

4 Cal. Civ. Code Section 1619 – A contract is either express or implied.

5
6 Cal. Civ. Code Section 1620 – An express contract is either one, the terms of which are stated in
7 words.

8 Cal. Civ. Code Section 1621 – An implied contract is one, the existence and terms of which are
9 manifested by conduct.

10
11 17 U.S.C. Sections 201 – Ownership of Copyright – (a) Initial Ownership – Copyright in a work
12 protected under this title vests initially in the author or authors of the work. The authors of a
13 joint-work are co-owners of copyright in the work.

14 (d) – Transfer of Ownership

15 (1) The ownership of a copyright may be transferred in whole or in part by any means of
16 conveyance or by operation of law, and may be bequeathed by will or pass as personal property
17 by the applicable laws of intestate succession.

18
19 (2) Any of the exclusive rights comprised in a copyright, including any subdivision of any of the
20 rights specified in section 106, may be transferred as provided by clause (1) and owned
21 separately. The owner of any particular exclusive right is entitled, to the extent of that right, to all
22 of the protection and remedies to the copyright owner by this title.

23
24 Cal. Civ. Code Section 1217 – An unrecorded instrument is valid as between the parties thereto
25 and those who have notice thereof.
26
27
28

- 1 i. Therefore, Mr. Dixon made it clear from the beginning of this Probate
2 Matter that his claim is supported by Copyright/Contract Law relating
3 to his creative works used by Prince.

4 On Page 3, Lines 13-15 it states, "I, Rodney H. Dixon, do prepare this declaration with
5 the intent to make clear the ownership relating to the music catalog/vault of Prince Rogers
6 Nelson in possession of Prince Rogers Nelson upon his death."

7 On Page 4, Lines 25 – 27 it states, "The case involving Prince Rogers Nelson and
8 Mercury/Dixon is rooted in copyright law and agreements thereof relating to original and
9 derivative works with a conveyance of transfer based on the actions of the principals therewith.
10 The principals in this matter are Rodney H. Dixon and Prince Rogers Nelson."

11 On Page 5, Lines 15 – 20, it states, "Specifically, the court stated to Mercury/Dixon that
12 since Prince Rogers Nelson was the person that made the agreement, Mercury/Dixon would need
13 to collect what was owed from Prince Rogers Nelson instead of Warner Brothers Records.
14 Notwithstanding, the \$1 Billion agreement and music-catalog/vault was still at-issue. The
15 ownership to the vault was not regained by Prince Rogers Nelson until 2014 on behalf of Rodney
16 H. Dixon."

17
18
19 **14. MINNESOTA RULES OF CIVIL PROCEDURE**

20 Mr. Dixon have clearly noted in the written record that there is an implied-in-fact agreement
21 and written agreement in his pleadings dated before August 5, 2016. Mr. Dixon clearly satisfies
22 the requirements as described in Federal Rules of Civil Procedure, Rule 12(b)(6) regarding his
23 claim for relief based on usage of his creative works, and as described in 17 U.S.C. § 204(a).

24
25 **Rule 8. General Rules of Pleading**

26 **8.01 Claims for Relief** - A pleading which sets forth a claim for relief, whether an original
27 claim, counterclaim, cross-claim, or third-party claim, shall contain a short and plain statement
28

1 of the claim showing that the pleader is entitled to relief and a demand for judgment for the relief
2 sought; if a recovery of money is demanded, the amount shall be stated. Relief in the alternative
3 or of several different types may be demanded. If a recovery of money for unliquidated damages
4 is demanded in an amount less than \$50,000, the amount shall be stated. If a recovery of money
5 for unliquidated damages in an amount greater than \$50,000 is demanded, the pleading shall
6 state merely that recovery of reasonable damages in an amount greater than \$50,000 is sought.
7

8 **8.02 Defenses; Form of Denials** - A party shall state in short and plain terms any defenses to
9 each claim asserted and shall admit or deny the averments upon which the adverse party relies. If
10 a party is without knowledge or information sufficient to form a belief as to the truth of an
11 averment, the party shall so state and this has the effect of a denial. Denials shall fairly meet the
12 substance of the averments denied. A pleader who intends in good faith to deny only a part or to
13 qualify an averment shall specify so much of it as is true and material and shall deny only the
14 remainder. Unless the pleader intends in good faith to controvert all the averments of the
15 preceding pleading, the pleader may make denials as specific denials of designated averments or
16 paragraphs, or may generally deny all the averments except such designated averments or
17 paragraphs as the pleader expressly admits. However, a pleader who intends to controvert all its
18 averments may do so by general denial subject to the obligations set forth in Rule 11.
19
20
21

22 i. Bremer Trust never stated that it did not understand Mr. Dixon's
23 claims and Bremer never admitted to a lack of knowledge regarding
24 copyright law. Therefore, Bremer Trust's lack of contention against Mr.
25 Dixon's Copyright/Contract claims are still at-issue. Notwithstanding,
26 Bremer Trust clearly argued 17 U.S.C. in error leaving out Mr. Dixon's
27 protected rights afforded by copyright law. Bremer Trust never contended
28 against this issue or ever brought up the fact that Mr. Dixon's creative
works were central to his claim, and have instead focused its defensive
posture on matters not relative to Mr. Dixon's claims.

1 Therefore, the simplicity of the matter is the fact that Mr. Dixon sought to collect on an
 2 agreement(s) executed with Prince Rogers Nelson for usage of Mr. Dixon's creative works from
 3 1984 (Purple Rain) until decedent died April 21, 2016, in accordance with Copyright Law with
 4 double-protection relating to Contract Law as specified in 17 U.S.C. § 204(a) surviving
 5 preemption, and supported by Desny citing.
 6

7 Bremer Trust on the other hand argues Mr. Dixon's claims even if true does not warrant
 8 relief under the law (Minnesota Rule 12.02(e)). This argument flies in the face of
 9 copyright/contract level on many levels.
 10

11 **8.05 Pleading to be Concise and Direct; Consistency** - (a) Each averment of a pleading
 12 shall be simple, concise, and direct. No technical forms of pleading or motions are required.

13 (b) A party may set forth two or more statements of a claim or defense alternatively or
 14 hypothetically, either in one count or defense or in separate counts or defenses. When two or
 15 more statements are made in the alternative and one of them if made independently would be
 16 sufficient, the pleading is not made insufficient by the insufficiency of one or more of the
 17 alternative statements. A party may also state as many separate claims or defenses as the party
 18 has regardless of consistency and whether based on legal or equitable grounds or both. All
 19 statements shall be made subject to the obligations set forth in Rule 11.
 20
 21

22 **8.06 Construction of Pleadings** - All pleadings shall be so construed as to do substantial justice.

23 **15. HONORABLE KEVIN W. EIDE GRANTS MOTION TO DISMISS TO BREMER**
 24 **TRUST**

25 On or about September 16, 2016, Honorable Kevin W. Eide filed an order GRANTING
 26 Bremer Trust's motion to dismiss and includes the following: "It appears from the claims
 27 presented that Dixon neither became a millionaire by 1985 nor a billionaire by 1994. In 1994,
 28

1 Dixon commenced litigation in California Superior Court File BC113137, under an alias,
 2 Rameses America Mercury, against Warner Brothers Records and Decedent. That litigation
 3 involved essentially the same claims Dixon makes here; (1) that he is the “sole and exclusive
 4 owner of all intellectual properties” held by Decedent; and (2) that he is entitled to \$1 billion
 5 dollars in damages based upon his “implied agreement” with Decedent. Though Dixon’s claims
 6 against Warner Brothers Records were dismissed on February 6, 1995, it does not appear his
 7 claims against Decedent were ever addressed.”
 8

- 9
- 10 1. The Court Order, as well as Bremer Trust, fails to include the
 11 central point of Mr. Dixon’s claims, which is that Mr. Dixon’s
 12 creative works were used by Prince without payment thereof
 13 although an agreement was reached. Prince’s usage of Mr.
 14 Dixon’s creative works without pay maintains at-issue.
 15 Copyright/Contract Law must be adhered to in this matter.

16 **J. PRINCE’S LICENSING OR PURCHASING OF MR. DIXON’S CREATIVE**
 17 **WORKS**

18 The Honorable Kevin W. Eide in fact stated that the litigation in the California action
 19 involves essentially the same claims Dixon makes in this Probate Matter. However, the
 20 Honorable Kevin W. Eide continues, “Dixon claims he is entitled to an award of \$1 billion
 21 dollars and ownership of Decedent’s intellectual property based upon an “implied-in-fact”
 22 agreement with Decedent stemming from 1982, and Decedent’s failure to challenge Dixon’s
 23 1994 California lawsuit. He fails, however, to establish that he ever had a valid contract with
 24 Decedent. Dixon claims Decedent told him he would make him a millionaire within three years
 25 or a billionaire within twelve years; however, offers no corroboration of this offer, or evidence of
 26 consideration in exchange for Decedent’s promise, other than to suggest that because Dixon
 27 escorted Decedent to his tour bus, Decedent said he would help Dixon.”
 28

1. In the face of copyright law as specified in this memorandum and other filed declarations, Mr. Dixon' creative works could not and cannot be used by Decedent without payment whether or not a contract was written.
2. Copyright law mandates that payment must be made regardless.
3. Mr. Dixon always maintained an agreement was entered and therefore does not consider Prince's usage illegal (copyright infringement).
4. Therefore, either Prince bought Mr. Dixon's intellectual properties or Prince licensed them from Mr. Dixon.
5. However, if there are no valid agreements the law still dictates the necessity for Mr. Dixon to be paid and Mr. Dixon's intellectual properties would revert back to Mr. Dixon upon Prince's death.
6. However, a modified agreement was entered in 1995 that required Royalty percentages to Mr. Dixon.
7. The final amount is determined by the earning power of the royalties forever (earned or appraised).
8. In order for Prince's Estate to argue sole ownership of the intellectual properties, there must be a contract to use Mr. Dixon's creative works.
9. However, stating no contract exist while at the same time arguing Prince bought the rights from Mr. Dixon outright is a total contradiction.

K. MR. DIXON'S CLAIMS MUST BE VIEWED IN THE BEST LIGHT

According to copyright/contract law, Mr. Dixon's claims must be considered in its best light as if true. Therefore, the law must take Mr. Dixon's allegations as true and if true here are the following truths as the basis of this matter that must be considered:

1. Prince made a verbal agreement with Mr. Dixon to use Mr. Dixon's creative works in 1982, for a maximum of \$1 Billion in 12 years.
2. Prince has used Mr. Dixon's creative works starting with Purple Rain (1984).
3. Mr. Dixon sued Prince in 1994 for non-payment of usage and moved to set-aside the transfer of master recordings owned by Warner Bros. Records for usage of Mr. Dixon's creative works on the master recordings without payment thereof.

1 4. Prince and Mr. Dixon agreed to a new agreement in 1995, with consideration for \$1 to
2 execute an Exclusive Songwriter Agreement, with a film project provision that
3 continued until Prince died on April 21, 2016.

4
5 5. Prince got back his master recordings in 2014, and executed an Exclusive Songwriter
6 Agreement with \$1 to execute that agreement with NPG Music Publishing, LLC that
7 continued until Prince died on April 21, 2016.

8 6. Prince and Mr. Dixon only needed to complete the film project, soundtrack, and
9 capitalize on the waterfall thereof.
10

11 **L. MR. DIXON IS AFFORDED COPYRIGHT AND CONTRACT LAW**
12 **PROTECTIONS**

13 Mr. Dixon's claims regarding the usage of his music without payment is a claim Bremer
14 Trust did not contend with in its filed motion to dismiss. Additionally, Mr. Dixon's creative
15 works are protected for 70+ years after the end of his life at a minimum with renewal rights
16 afforded Mr. Dixon and Mr. Dixon's heirs. As it relates to creative works of the two (Mr. Dixon
17 & Prince); even upon the death of Prince all of the collaborative creative works by the two men
18 reverts back to Mr. Dixon in accordance to the Contract and Copyright Law.
19

20 In regard to Copyright Law the basics state, "Copyright is a form of protection provided by
21 the laws of the United States (title 17, *U. S. Code*) to the authors of "original works of
22 authorship," including literary, dramatic, musical, artistic, and certain other intellectual works.
23 This protection is available to both published and unpublished works. Section 106 of the 1976
24 Copyright Act generally gives the owner of copyright the exclusive right to do and to authorize
25 others to do the following: (1) reproduce the work in copies or phonorecords (2) prepare
26 derivative works based upon the work (3) distribute copies or phonorecords of the work to the
27
28

1 public by sale or other transfer of ownership, or by rental, lease, or lending (4) perform the work
2 publicly, in the case of literary, musical, dramatic, and choreographic works, pantomimes, and
3 motion pictures and other audiovisual works (5) display the work publicly, in the case of literary,
4 musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural
5 works, including the individual images of a motion picture or other audiovisual work (6) perform
6 the work publicly (in the case of sound recordings*) by means of a digital audio transmission.
7

8 Therefore, the only legal way Prince could use Mr. Dixon's creative works is with
9 payment of royalties promised by Prince Rogers Nelson to Mr. Dixon for the use of Mr. Dixon's
10 Intellectual Properties. The court is not afforded any authority to allow Prince "free use" and
11 Bremer Trust have no authority to allow Prince "free use." It is illegal for anyone to violate any
12 of the rights provided by the copyright law to the owner of copyright.
13

14 Notwithstanding, in accordance to Copyright Law, "Copyright protection subsists from
15 the time the work is created in fixed form. The copyright in the work of authorship immediately
16 becomes the property of the author who created the work. Only the author or those deriving their
17 rights through the author can rightfully claim copyright. In the case of works made for hire, the
18 employer and not the employee is considered to be the author. Section 101 of the copyright law
19 defines a "work made for hire" as:
20

- 21
- 22 1. a work prepared by an employee within the scope of his or her employment; *or* 2 a work
23 specially ordered or commissioned for use as:
 - 24 a. a contribution to a collective work
 - 25 b. a part of a motion picture or other audiovisual work
 - 26 c. a translation
 - 27 d. a supplementary work
- 28

- 1 e. a compilation
- 2 f. an instructional text
- 3 g. a test
- 4 h. answer material for a test
- 5 i. an atlas

7 The parties must expressly agree in a written instrument signed by them that the work
8 shall be considered a work made for hire. The authors of a joint work are co-owners of the
9 copyright in the work, unless there is an agreement to the contrary. Copyright in each separate
10 contribution to a periodical or other collective work is distinct from copyright in the collective
11 work as a whole.

- 13 i. Mr. Dixon and Prince did not agree to a work-for-hire relationship and
14 Bremer Trust have not argued that Mr. Dixon served under such an
15 agreement in writing.
- 16 ii. Mr. Dixon and Prince did agree that Mr. Dixon was an Independent
17 Contractor.
- 18 iii. However, the Order states that Mr. Dixon does not have a valid agreement
19 with Prince.
- 20 iv. This means that either an implied license or joint-works agreement was in
21 place according to Copyright/Contract Law and Court Order.
- 22 v. However, joint-works and/or implied licenses would revert back to the
23 survivor (Mr. Dixon) after the death of the other collaborator (Prince).
- 24 vi. Perhaps Bremer Trust wants to consider Mr. Dixon's Independent
25 Contractor status as a work-for-hire, however that would still require
26 payment to Mr. Dixon, except the Estate would maintain complete
27 ownership of all intellectual properties at that point after Mr. Dixon is
28 paid.

24 Copyright Law states, "Copyright protects "original works of authorship" that are fixed
25 in a tangible form of expression. The fixation need not be directly perceptible so long as it may
26 be communicated with the aid of a machine or device. Copyrightable works include the
27 following categories:

- 28 a. literary works

- 1 b. musical works, including any accompanying words
- 2 c. dramatic works, including any accompanying music
- 3 d. pantomimes and choreographic works
- 4 e. pictorial, graphic, and sculptural works
- 5 f. motion pictures and other audiovisual works
- 6 g. sound recordings
- 7 h. architectural works

8
9 Copyright Secured Automatically upon Creation

10
11 Contrary to what many people believe, "The way in which copyright protection is secured is
12 frequently misunderstood. No publication or registration or other action in the Copyright Office
13 is required to secure copyright. See the following note. There are, however, certain definite
14 advantages to registration. Copyright is secured automatically when the work is created, and a
15 work is "created" when it is fixed in a copy or phonorecord for the first time. "Copies" are
16 material objects from which a work can be read or visually perceived either directly or with the
17 aid of a machine or device, such as books, manuscripts, sheet music, film, videotape, or
18 microfilm. "Phonorecords" are material objects embodying fixations of sounds (excluding, by
19 statutory definition, motion picture soundtracks), such as cassette tapes, CDs, or vinyl disks.
20 Thus, for example, a song (the "work") can be fixed in sheet music ("copies") or in phonograph
21 disks ("phonorecords"), or both. If a work is prepared over a period of time, the part of the work
22 that is fixed on a particular date constitutes the created work as of that date."
23
24

25 Just to make sure it is understood clearly. Prince Rogers Nelson submitted an Exclusive
26 Songwriter Agreement into the Copyright Office on or about January 8, 2016. The moment he
27
28

1 submitted the document into the Copyright Office, Prince considered his contract to be of
2 "entertainment value." Why would Prince consider a contract entertainment value?
3

4 Mr. Dixon's claims he and Prince were working on a film project that included real life
5 situations in court and business before Prince died. Mr. Dixon and Tyka both claim Prince knew
6 he was dying soon. However, Mr. Dixon is the only claimant that has specified that he and
7 Prince had an agreement for creative works, and were working on a new film project that
8 included real life memoranda, and that Mr. Dixon is the man behind the creative curtain.
9 Additionally, Prince titled the document \$ / By Prince Rogers Nelson et al. which is all that was
10 left after Warner Bros. Records was dismissed from BC113137.
11

12 All that was left in that case was Prince Rogers Nelson et al and the man behind the
13 curtain (Mr. Dixon) that was given \$1 to execute a new agreement. Mr. Dixon and Prince were
14 given the same \$1 to execute twin agreements. This is the title of the filing by Prince in the
15 Library of Congress, Copyright Office.
16

17 According to an implied license and/or joint-works, either agreement reverts the
18 copyrights and master recordings back to Mr. Dixon. In the Federal Copyright Office, Prince
19 included every song he ever created in this copyright filing with the title matching exactly with
20 Mr. Dixon's lawsuit and the \$1 given shortly thereafter.
21

22 Because Mr. Dixon is still living the ownership goes back to Mr. Dixon unless the Estate
23 can argue Prince bought Mr. Dixon rights by agreement in which monies would be the only thing
24 that is owed. Mr. Dixon attempted to approach this matter from that position and valued the price
25 at \$1 Billion, but Bremer argued saying Prince did not have a valid agreement. That argument is
26 of little significance in the face of Copyright Law. Without an agreement it is either an Implied
27
28

1 License or Joint-Works. Those are the only options available for the Estate. Those are the only
 2 options Prince made sure the Estate had.

3 **How Long Copyright Protection Endures -Works Originally Created on or after**
 4 **January 1, 1978**

5 A work that was created (fixed in tangible form for the first time) on or after January 1,
 6 1978, is automatically protected from the moment of its creation and is ordinarily given a term
 7 enduring for the author's life plus an additional 70 years after the author's death. In the case of
 8 "a joint work prepared by two or more authors who did not work for hire," the term lasts for 70
 9 years after the last surviving author's death. For works made for hire, and for anonymous and
 10 pseudonymous works (unless the author's identity is revealed in Copyright Office records), the
 11 duration of copyright will be 95 years from publication or 120 years from creation, whichever is
 12 shorter."
 13 shorter."

14 **M. MR. DIXON AS AN ALLEGED FRIVOLOUS LITIGANT**

15 On or about August 26, 2016, the Honorable Kevin W. Eide filed an Order for
 16 Submissions RE: Motion for Fees where parties had until September 2, 2016 to file an Objection.
 17 On or about September 2, 2016, Mr. Dixon filed an Objection to Bremer Motion for Fees. In that
 18 Objection, Mr. Dixon also filed a Motion to Terminate Bremer Trust as Special Administrator
 19 and made reference to a filing by Prince Rogers Nelson in the Library of Congress, Copyright
 20 Office referencing an Agreement that coincides with Mr. Dixon's claims that he and Prince
 21 agreed to a modified agreement in 1995.
 22
 23
 24

- 25 i. Since Mr. Dixon's filing September 2, 2016, in which Mr. Dixon
 26 alleged that Bremer Trust was serving the interest of potential heirs only,
 27 and not serving the interest of other interested parties, it has come to the
 28 attention of the court and public that Bremer Trust was advancing monies
 to potential heirs while it was charged with a fiduciary responsibility to all
 interested parties. It appears from the written record that Bremer Trust

1 have advanced monies since May 9, 2016. Mr. Dixon believes a “conflict
2 of interest” is apparent and questions whether Bremer Trust intentionally
3 misrepresented Mr. Dixon claims and/or served its position unethically.

4 The Honorable Kevin W. Eide did not file Mr. Dixon’s Objection to Motion of Fees
5 until September 16, 2016. However, it appears that prior to the filing of Mr. Dixon’s Objection,
6 the Honorable Kevin W. Eide GRANTED Bremer Trust’s motion to dismiss on or about August
7 25, 2016. However, Mr. Dixon was never given notice of this Order and was not aware of it until
8 its posting on September 16, 2016, after Mr. Dixon’s Objection was already received by the
9 court.

10 In this Probate Matter the deadline to file a claim was set for September 12, 2016. Mr.
11 Dixon filed his Objection on September 2, 2016, before the September 12, 2016 deadline. The
12 Court posted Mr. Dixon’s Objection filing after posting the motion to dismiss. Therefore, the
13 Court received Mr. Dixon’s Objection dated September 2, 2016, before Mr. Dixon became aware
14 of a dismissal as it was not posted. Mr. Dixon therefore argues that his submission should not be
15 considered a frivolous filing.

16 On or about September 19, 2016, the Court questioned if Mr. Dixon’s filings after the
17 motion to dismiss should be considered frivolous filings. Mr. Dixon was afforded the
18 opportunity to file additional memoranda until October 14, 2016 to show forth an argument
19 against being deemed a frivolous litigator. On or about September 21, 2016, the Court filed Mr.
20 Dixon’s Memorandum as Power of Attorney Seeking to become Personal Representative in
21 connection with a contract executed by Prince Rogers Nelson that included additional
22 memoranda showing forth legal facts that support Mr. Dixon’s claims. Mr. Dixon continues to
23 submit this Memorandum to support his assertion that he is not a frivolous litigator and to amend
24 the Order by October 14, 2016.

1 Mr. Dixon's creative works are protected. The Court cannot grant Prince or his Estate
2 free use of Mr. Dixon's creative works. Bremer Trust have also never contended against Mr.
3 Dixon's copyright protections and therefore this matter is still at-issue. Mr. Dixon should not be
4 considered a frivolous litigator for defending his rights under the law when there are pertinent
5 factors still at-issue.
6

7 Mr. Dixon's claim of monies owned based on usage of his creative works are protected
8 by copyright/contract law whether considered a continued surviving claim of the motion to
9 dismiss, or a new claim after the motion to dismiss was granted. Mr. Dixon's purported new
10 claims were submitted before the September 12, 2016 deadline.
11

12 In Mr. Dixon's Memorandum received by the Court September 21, 2016, it states on
13 Page 2, Lines 5-12, "Rodney H. Dixon files this Memorandum as the Power of Attorney in
14 support of his claim of an implied-in fact and written agreement with Prince Rogers Nelson in
15 accordance with an Exclusive Songwriter Agreement between Rodney H. Dixon and Prince
16 Rogers Nelson in accordance with 17 U.S.C. § 204(a) and other contract law."
17

18 **N. BREMER TRUST QUESTIONABLE ADMINTRATOR ACTIONS**

19 It has come into the light that Bremer Trust advanced monies to potential heirs since
20 May 9, 2016, and therefore has a vested interest in the outcome of this Probate Matter that
21 conflicts with copyright/contract claims made by Mr. Dixon. Mr. Dixon questions whether or not
22 Bremer Trust would likely receive any of its payments back from potential heirs if Mr. Dixon's
23 claims are awarded. What was backing these loans to potential heirs? Mr. Dixon believes Bremer
24 Trust has had a conflict of interest and have acted improperly regarding his claims in
25 particularly.
26
27
28

1 **524.3-712 IMPROPER EXERCISE OF POWER; BREACH OF FIDUCIARY DUTY.**

2 If the exercise of power concerning the estate is improper, the personal representative is
3 liable to interested persons for damage or loss resulting from breach of fiduciary duty to the same
4 extent as a trustee of an express trust. The rights of purchasers and others dealing with a personal
5 representative shall be determined as provided in sections 524.3-713 and 524.3-714.
6

7 **524.3-713 SALE, ENCUMBRANCE OR TRANSACTION INVOLVING CONFLICT OF**
8 **INTEREST; VOIDABLE; EXCEPTIONS.**

9 Any sale or encumbrance to the personal representative, the personal representative's
10 spouse, agent or attorney, or any corporation or trust in which the personal representative has a
11 substantial beneficial interest, or any transaction which is affected by a substantial conflict of
12 interest on the part of the personal representative, is voidable by any person interested in the
13 estate except one who has consented after fair disclosure, unless
14

15 (1) the will or a contract entered into by the decedent expressly authorized the transaction;
16

17 or

18 (2) the transaction is approved by the court after notice to interested persons.
19

20 **524.3-715 TRANSACTIONS AUTHORIZED FOR PERSONAL REPRESENTATIVES;**
21 **EXCEPTIONS.**

22 (16) borrow money with or without security to be repaid from the estate assets or otherwise;
23 and advance money for the protection of the estate;
24

- 25 i. Mr. Dixon is unaware of how advancing monies to
26 potential heirs protects the estate when Prince himself left
27 out familial heirs from his filed contract in the Federal
28 Copyright Office but made sure to include provisions that
support the man behind the curtain. Mr. Dixon asserts there
is a conflict of interest with advancing monies to potential
heirs. Prince's own agreement negates any familial heirs of

1 any kind as participants of his intellectual properties,
 2 Paisley Park, and estate overall. However, Mr. Dixon is
 3 willing to consider actual heirs in regard to real property as
 4 a separate conversation which may be enough to satisfy
 5 payback of the advancements from Bremer.

6 **O. MR. DIXON IS NOT INTENTIONALLY, MALICIOUSLY OR IN VEXATION**
 7 **FILING DOCUMENTS IN THIS PROBATE MATTER**

8 Mr. Dixon is attempting to understand where he may have intentionally, maliciously, or
 9 in vexation submitted his Memorandum on or about September 2, 2016 and/or September 21,
 10 2016? Mr. Dixon stated that Bremer has failed Mr. Dixon in its fiduciary duties to Mr. Dixon. It
 11 is now clearly noted in the written record that Bremer had a conflict of interest regarding Mr.
 12 Dixon's claims. Mr. Dixon's Motion to Terminate Bremer Trust in his September 2, 2016 filing
 13 was filed without knowing a motion to dismiss was in effect since it was not posted until
 14 September 16, 2016. It has been revealed that Bremer Trust have engaged in questionable
 15 transactions with potential heirs that are a conflict of interest to other interested persons while
 16 contending against Mr. Dixon's claims at the same time.

17 **P. PROFESSIONAL RULES OF CONDUCT (CODE OF JUDICIAL CONDUCT)**

18 This Probate Matter currently features a conflicts of interests by Bremer Trust, improprieties,
 19 and the like. It is very important that the Court establish trust on its part as it relates to all
 20 claimants. Some of the conditions of this matter relating to Mr. Dixon's claims are as follows:

- 21
- 22
- 23 2. Bremer Trust and Tyka Nelson connected at some point immediately or shortly after
 24 Prince's death declaring there is no will. Tyka initiated the probate hearings and she and
 25 some other potential heirs appointed Bremer. All the while Prince's historical usage of
 26 Mr. Dixon's creative works were central to Mr. Dixon's claims in this matter as Mr.
 27 Dixon asserted his ownership of all intellectual properties. Mr. Dixon's efforts were
 28

1 undermined by Bremer who declared Mr. Dixon's claims something other than Prince's
2 usage of Mr. Dixon's creative works.

3 3. Mr. Dixon claimed that usage of his creative works require payment from Prince's Estate.
4

5 4. On or about April 27, 2016, Mr. Dixon files a Petition in this Probate Matter.

6 5. On or about April 29, 2016, Bremer Trust files a motion to dismiss Mr. Dixon's claims
7 and starts advancing monies to potential heirs one-week after being appointed by the
8 Court, while Mr. Dixon relied on Bremer to act impartially. Payments were being done
9 without permission from the Court. Mr. Dixon's claims were being determined to be
10 something other than Mr. Dixon's creative works supported by Copyright/Contract Law.
11

12 6. Bremer Trust have only filed to dismiss Mr. Dixon's claims and no other party, even
13 while Mr. Dixon brought forth evidence when others filed claims without a single strand
14 of evidence.

15 7. Thereafter, Bremer Trust began advancing monies to more potential heirs.
16

17 8. Bremer Trust neglected to argue in truth that Mr. Dixon's claims are centered on the
18 usage of his protected intellectual properties by Prince, although Mr. Dixon have held to
19 this claim since 1994.

20 9. At the last minute Bremer Trust introduced a new contention regarding statute of
21 limitations that was never discussed before and not applicable in the face of copyright
22 law.
23

24 10. Bremer Trust confesses to advancing monies to potential heirs since May 9, 2016.

25 Therefore, a conflict of interest is apparent. Bremer Trust has 'skin in the game' for
26 potential heirs to be declared actual heirs. However, Bremer infers they did not know of
27 any wrongdoing.
28

1 The Court again has the opportunity to make a decision upon Mr. Dixon's claims based on
2 the truth:

- 3 a. The truth is Mr. Dixon claims have always been based on Prince's usage of Mr.
4 Dixon's creative works and collaborative efforts thereof.
5
6 b. Mr. Dixon's protections for creative works are not time-barred.
7
8 c. Mr. Dixon was given \$1 consideration to execute the same agreement Prince
9 executed with himself.
10
11 d. Bremer Trust has a conflict of interest relating to potential heirs.
12
13 e. Potential heirs are in conflict with Prince's contract regarding the future of
14 intellectual properties, Paisley Park, and the like.
15
16 f. Only Mr. Dixon fits the description with the historical facts and position as the
17 intended recipient of the intellectual properties that automatically revert back to
18 Mr. Dixon upon the death of Prince based on copyright/contract law, and is the
19 man behind the curtain.
20
21 g. Prince told his siblings not to bother him regarding his career and therefore is not
22 plausible to be a part of Prince's contract that he made sure was filed three (3)
23 months before his death. Prince still does not want them involved with his career.
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25 h. Potential heirs had nothing to do with Prince's music career. That is why Prince
26 fought against his sister who claimed she was in a lawsuit. Mr. Dixon is a major
27 player in Prince's career. That is why Prince did not contend against Mr. Dixon's
28 claims and offered him consideration to execute a new agreement.
i. However, only Mr. Dixon faced a motion to dismiss.

Minnesota Code of Judicial Conduct –

CANON 1

A JUDGE SHALL UPHOLD AND PROMOTE THE INDEPENDENCE, INTEGRITY, AND IMPARTIALITY OF THE JUDICIARY, AND SHALL AVOID IMPROPRIETY AND THE APPEARANCE OF IMPROPRIETY.

Rule 1.1 Compliance with the Law

A judge shall comply with the law, including the Code of Judicial Conduct.

Rule 1.2 Promoting Confidence in the Judiciary

A judge shall act at all times in a manner that promotes public confidence in the independence, integrity, and impartiality of the judiciary, and shall avoid impropriety and the appearance of impropriety.

Comment

[3] Conduct that compromises or appears to compromise the independence, integrity, and impartiality of a judge undermines public confidence in the judiciary. Because it is not practicable to list all such conduct, the Rule is necessarily cast in general terms.

[5] Actual improprieties include violations of law, court rules, or provisions of this Code. The test for appearance of impropriety is whether the conduct would create in reasonable minds a perception that the judge violated this Code or engaged in other conduct that reflects adversely on the judge's honesty, impartiality, temperament, or fitness to serve as a judge.

CANON 2

A JUDGE SHALL PERFORM THE DUTIES OF JUDICIAL OFFICE IMPARTIALLY, COMPETENTLY, AND DILIGENTLY.

Rule 2.1 Giving Precedence to the Duties of Judicial Office

The duties of judicial office, as prescribed by law, shall take precedence over all of a judge's personal and extrajudicial activities.

Comment

[1] To ensure that judges are available to fulfill their judicial duties, judges must conduct their personal and extrajudicial activities to minimize the risk of conflicts that would result in frequent disqualification. See Canon 3.

Rule 2.2 Impartiality and Fairness

A judge shall uphold and apply the law, and shall perform all duties of judicial office fairly and impartially.

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Comment

[1] *To ensure impartiality and fairness to all parties, a judge must be objective and open-minded.*

[2] *Although each judge comes to the bench with a unique background and personal philosophy, a judge must interpret and apply the law without regard to whether the judge approves or disapproves of the law in question.*

[3] *When applying and interpreting the law, a judge sometimes may make good-faith errors of fact or law. Errors of this kind do not violate this Rule.*

[4] *It is not a violation of this Rule for a judge to make reasonable accommodations to ensure pro se litigants the opportunity to have their matters fairly heard.*

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Rule 2.6 Ensuring the Right to Be Heard

(A) A judge shall accord to every person who has a legal interest in a proceeding, or that person's lawyer, the right to be heard according to law.

(B) A judge may encourage parties to a proceeding and their lawyers to settle matters in dispute but shall not act in a manner that coerces any party into settlement.

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Comment

[1] *The right to be heard is an essential component of a fair and impartial system of justice. Substantive rights of litigants can be protected only if procedures protecting the right to be heard are observed.*

[2] *The judge plays an important role in overseeing the settlement of disputes, but should be careful that efforts to further settlement do not undermine any party's right to be heard according to law. The judge should keep in mind the effect that the judge's participation in settlement discussions may have, not only on the judge's own views of the case, but also on the perceptions of the lawyers and the parties if the case remains with the judge after settlement efforts are unsuccessful. Among the factors that a judge should consider when deciding upon an appropriate settlement practice for a case are (1) whether the parties have requested or voluntarily consented to a certain level of participation by the judge in settlement discussions, (2) whether the parties and their counsel are relatively sophisticated in legal matters, (3) whether the case will be tried by the judge or a jury, (4) whether the parties participate with their counsel in settlement discussions, (5) whether any parties are unrepresented by counsel, and (6) whether the matter is civil or criminal.*

[3] *Judges must be mindful of the effect settlement discussions can have, not only on their objectivity and impartiality, but also on the appearance of their objectivity and impartiality. Despite a judge's best efforts, there may be instances when information obtained during settlement discussions could influence a judge's decision making during trial, and, in such instances, the judge should consider whether disqualification may be appropriate. See Rule 2.11(A)(1).*

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Rule 2.15 Responding to Judicial and Lawyer Misconduct

(B) A judge having knowledge that a lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question regarding the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects shall inform the appropriate authority.

(D) A judge who receives credible information indicating a substantial likelihood that a lawyer has committed a violation of the Rules of Professional Conduct shall take appropriate action.

Comment

[1] Taking action to address known misconduct is a judge's obligation. Paragraphs (A) and (B) impose an obligation on the judge to report to the appropriate disciplinary authority the known misconduct of another judge or a lawyer that raises a substantial question regarding the honesty, trustworthiness, or fitness of that judge or lawyer. Ignoring or denying known misconduct among one's judicial colleagues or members of the legal profession undermines a judge's responsibility to participate in efforts to ensure public respect for the justice system. This Rule limits the reporting obligation to those offenses that an independent judiciary must vigorously endeavor to prevent.

[2] A judge who does not have actual knowledge that another judge or a lawyer may have committed misconduct, but receives credible information indicating a substantial likelihood of such misconduct, is required to take appropriate action under paragraphs (C) and (D). Appropriate action may include, but is not limited to, communicating directly with the judge who may have violated this Code, communicating with a supervising judge, or reporting the suspected violation to the appropriate authority or other agency or body. Similarly, actions to be taken in response to credible information indicating that a lawyer has committed a violation of the Rules of Professional Conduct may include, but are not limited to, communicating directly with the lawyer who may have committed the violation, or reporting the suspected violation to the appropriate authority or other agency or body.

Q. MR. DIXON'S MOTION TO AMEND ORDER

Mr. Dixon's rights are protected by Copyright and Contract Laws. However, the current Order by the Court does not take into account Mr. Dixon's protected creative works supported by Copyright/Contract Law. Mr. Dixon believes and hereby assert that without applying copyright laws to the action it will be extremely difficult to obtain an accurate assessment of this matter regarding Mr. Dixon and Prince's agreement(s).

1 Therefore, Mr. Dixon hereby submits a Motion to Amend the Motion to Dismiss that was
2 GRANTED to Bremer Trust on or about August 25, 2016, and filed September 16, 2016. Mr.
3 Dixon requests that the Court file statements that Mr. Dixon is not a frivolous litigant. Mr. Dixon
4 believes his claims have merit when viewed in the proper context of copyright/contract law. The
5 amended request will be described in greater detail below.

7 Minnesota Rules of Professional Conduct - Rule 3.1 – Meritorious Claims and Contentions
8 states, “A lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein,
9 unless there is a basis in law and fact for doing so that is not frivolous, which includes a good
10 faith argument for an extension, modification, or reversal of existing law.”

12 It was required of Mr. Dixon that he establish that his contracts were valid rather than simply
13 being required to meet the standards as outlined in Federal Rules of Civil Procedure, Rule
14 12(b)(6), and Minnesota Rule 8 – General Rules of Pleading by stating a claim in which relief
15 may be granted.

17 However, Mr. Dixon was not directed by Bremer or the Court to establish his contracts were
18 valid. Bremer only argued that Mr. Dixon did not state a claim in which relief could be granted
19 under the law. However, usage of Mr. Dixon’s protected creative works without payment
20 received does warrant relief under the law when applying Copyright/Contract Law to the matter
21 appropriately.

23 Bremer Trust did not claim a lack of understanding of copyright law and matters, and Bremer
24 Trust did not claim to lack understanding that Mr. Dixon’s creative works used by Prince, and in
25 collaboration with Prince, were central to Mr. Dixon’s claims. Those matters remain at-issue in
26 this Probate Matter as they were never contended by Bremer.
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1 Therefore, Mr. Dixon believes and herein asserts that he is making a good faith argument
2 for an Amendment of the Order, and that he be allowed to include this memorandum and other
3 submissions received by the Court on or about September 2, 2016, and on or about September
4 21, 2016, in addition to future filings without being deemed a frivolous litigant, without
5 sanctions, and without preconditions, etc.

7 Mr. Dixon is not an attorney but is instead a *pro se* litigant. Mr. Dixon has not attempted to
8 abuse legal procedure. (In accordance with Rule 2:2(4) - It is not a violation of this Rule for a
9 judge to make reasonable accommodations to ensure pro se litigants the opportunity to have their
10 matters fairly heard).

12 **Minnesota Rules of Professional Conduct - Rule 3.1 [1]** – “The advocate has a duty to use
13 legal procedure for the fullest benefit of the client's cause, but also a duty not to abuse legal
14 procedure. The law, both procedural and substantive, establishes the limits within which an
15 advocate may proceed. However, the law is not always clear and never is static. Accordingly, in
16 determining the proper scope of advocacy, account must be taken of the law's ambiguities and
17 potential for change.”

19 Mr. Dixon believes and herein asserts that copyright protections are a matter that may have
20 caused confusion in this probate matter. Although Mr. Dixon have continued to specify his
21 creative works were being used and payment was due, Mr. Dixon simply filed a claim for
22 payment therewith. Mr. Dixon understands the world and universe knows that Prince was a
23 musical genius, but many also believe in error that Prince was the sole creative genius on music
24 he performed, which is not the case.

27 Prince and Mr. Dixon talked about false impressions people had about him all the time Prince
28 was searching for the meaning of his real life. Prince often went out of his way to make it known

1 people that others were responsible for the music he performed, but people refused to listen to
2 him about that, or about his life. People ignored what Prince was saying. Many fans wanted to
3 believe that Prince played every instrument on every album, and wrote every lyric, and created
4 every melody on every record. They thought that being a complete one-man show is what it
5 means to be a musical genius. That is about as foolish as believing Michael Jordan could win
6 championships playing 1 on 5.
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9 Notwithstanding, much of Prince's music have been made in collaboration his entire career.
10 However, Prince was a businessman and knew how to obtain ownership thereof. To many people
11 Prince was only an artist. To a few on the inside, Prince was an institution. While others settled
12 for being on payroll, Mr. Dixon would not settle for lower pay than he believed he was worth.
13 Mr. Dixon understands institutions.
14

15 Therefore, Mr. Dixon was willing to wait it out and negotiate hard. Sure Prince could play
16 every instrument, but that doesn't mean he did it all the time, and when he did do it that doesn't
17 mean he played only his creative works. Prince also didn't dictate every note a person would
18 play in the studio or on the band. Even when Prince created a groove he would say, "I gave you a
19 groove you can at least give me some heart." You needed to create game in that groove. If you
20 came up with the groove needed to create game in that groove.
21

22
23 If you created something funky he would say "that's funky." Mr. Dixon accepted the offer
24 to create with Prince exclusively, for the very reason that Prince was a musical genius.
25 Therefore, Mr. Dixon felt he could get the most out of a song with Prince being involved. People
26 wanting to believe Prince was the "puppet master." Prince was not the puppet master. However,
27 if you depended on Prince to eat, he made sure he got the most out of you for his money. Mr.
28 Dixon was not depended on Prince to eat.

1 Minnesota Rules of Professional Conduct - Rule 3.1 [2] – “The filing of an action or defense
2 or similar action taken for a client is not frivolous merely because the facts have not first been
3 fully substantiated or because the lawyer expects to develop vital evidence only by discovery.
4 What is required of lawyers, however, is that they inform themselves about the facts of their
5 clients' cases and the applicable law and determine that they can make good faith arguments in
6 support of their clients' positions. Such action is not frivolous even though the lawyer believes
7 that the client's position ultimately will not prevail. The action is frivolous, however, if the
8 lawyer is unable either to make a good faith argument on the merits of the action taken or to
9 support the action taken by a good faith argument for an extension, modification or reversal of
10 existing law.”
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13 Mr. Dixon believes he is making a good faith argument to be allowed to continue with his
14 claims in this probate matter. Mr. Dixon believes he is making a good faith argument that his
15 protected copyrights must be taken into consideration. Mr. Dixon believes that the merits of his
16 argument is supported by Copyright/Contract Law is a good faith argument with solid evidence
17 in support.
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20 Therefore, Mr. Dixon is requesting from the Carver County Court an amendment of the
21 Motion to Dismiss specifying that Mr. Dixon's intellectual property contract claims are still at-
22 issue. Mr. Dixon is also requesting that he be allowed to amend his August 3, 2016
23 'Memorandum in Support of Rodney H. Dixon in Support of His Position and Petition for
24 Allowance and Motion for Summary Judgment in Response to a Court Order and Against a
25 Motion to Dismiss and Notice of Disallowance Filed by Bremer Trust to include the September
26 2, 2016, September 21, 2016, and this memorandum submitted herein is an addendum to his
27 August 3, 2016 memorandum.
28

1 Mr. Dixon was never afforded the opportunity to respond to Bremer Trust's filing of its
2 'The Special Administrator's Memorandum in Support of Motion to Dismiss Rodney Herachio
3 Dixon's Purported Claim Against the Estate of Prince Rogers Nelson and in Response to Dixon's
4 Request for a Restraining Order'. In accordance with Rule 2:2(4) - It is not a violation of this
5 Rule for a judge to make reasonable accommodations to ensure pro se litigants the opportunity to
6 have their matters fairly heard. In accordance with Rule 2:2(4). Mr. Dixon's continued
7 arguments are supported by law and provide good faith arguments. Mr. Dixon has not violated
8 any rules of professional conduct in this Probate Matter.
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11 **R. MINNESOTA RULES OF PROFESSIONAL CONDUCT**

12 **8.4 – Misconduct** - Mr. Dixon has not violated any of the rules associated with Rules of
13 Professional Conduct. Mr. Dixon believes and herein asserts that no sanctions, preconditions, or
14 the like should be entered against him. He should not be deemed a frivolous litigant.
15

16 **Rule 9.01 Motion for Order Requiring Security or Imposing Sanctions –**

17 Mr. Dixon's copyright (contract claims) were not addressed in the GRANTED motion to
18 dismiss. Therefore, Mr. Dixon's allegations that Prince used his creative works without payment
19 thereof is still at-issue.
20

21 Mr. Dixon clearly states in his Fourth Declaration received on or about August 3, 2016,
22 as follows: "In accordance with Minnesota Law Section 524.3-806(b) – Allowance of Claims - it
23 states, "Upon the petition of the personal representative or of a claimant in a proceeding for the
24 purpose, the court may allow in whole or in part any claim or claims presented to the personal
25 representative or filed with the court administrator in due time and not barred by subsection (a)
26 of this section. Notice in this proceeding shall be given to the claimant, the personal
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1 representative and those other persons interested in the estate as the court may direct by order
2 entered at the time the proceeding is commenced.”

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4 The Court stated in its June 29, 2016 Order it would go by the written record of the
5 parties. The written record clearly shows that Minnesota Rules Sections 524.3-806(b) states, “,
6 the court may allow in whole or in part any claim or claims presented to the personal
7 representative or filed with the court administrator in due time and not barred by subsection (a)
8 of this section.” Mr. Dixon’s creative works supported by Copyright/Contract Law are still at-
9 issue.
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11 **524.3-806 ALLOWANCE OF CLAIMS.**

12 “Every claim which is disallowed in whole or in part by the personal representative is barred
13 so far as not allowed unless the claimant files a petition for allowance in the court or commences
14 a proceeding against the personal representative not later than two months after the mailing of
15 the notice of disallowance or partial allowance if the notice warns the claimant of the impending
16 bar.”
17

18 The Bremer Trust motion to dismiss cannot set-aside copyright protection. Bremer Trust also
19 never attempted to dismiss Mr. Dixon’s copyright/contract claims but instead focused on one-
20 side relating to Prince only and neglected to include Mr. Dixon’s claims for usage of his
21 intellectual properties by Prince. However, as it relates to Mr. Dixon’s claims being time-barred
22 copyright protection is not time-barred even if there was no contract with Prince (Implied
23 License/Joint-Works).
24

25 Therefore, Mr. Dixon respectfully requests an amendment of a Motion to Dismiss against
26 Mr. Dixon’s claims in order for this matter to move forward so that a resolution may be
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1 forthcoming regarding Mr. Dixon's rights afforded by Copyright/Contract Law for Mr. Dixon
2 creative works in accordance with usage by Prince and collaboration with Prince.

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4 The creative works of Mr. Dixon cannot give Prince "free use" and cannot be considered
5 time-barred until generations after Mr. Dixon is long gone from this earth. Mr. Dixon is not
6 claiming that Prince used his creative works illegally, but is instead claiming a valid contract
7 between the two that was executed by consideration for \$1.00 for an Exclusive Songwriter
8 Agreement with additional compensation provisions thereafter whether by implied license or
9 purchase.
10

11 **S. CONTRACT IMPLIED-IN-FACT**

12 California Implied-in-Fact Contract Law – Desny v. Wilder is a 1956 Supreme Court of
13 California ruling "recognizing an implied contractual right to compensation when a writer
14 submits material to a producer with the understanding that the writer will be paid if the producer
15 produces the concept.
16

17 To survive preemption, a state cause of action must assert rights that are qualitatively
18 different from the rights protected by copyright. An extra element can make the qualitatively
19 difference that prevents the preemption principle from applying. In Desny, the extra element was
20 "an agreement to pay for the use of the disclosed ideas." An implied agreement of payment for
21 the use of a concept is a personal agreement between the parties and can only be effective
22 between the parties. Such an agreement contrasts with and is unlike the public monopoly created
23 by copyright law. A contract's purpose is to provide greater protection than is available under the
24 Copyright Act. The Desny ruling allows creators to share their concepts and ideas "with the
25 understanding that they are not being given away for free." The court noted that without
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1 protection provided by Desny, there would be very little protection for some potentially valuable
2 creative resources.”

3 Prince made sure Mr. Dixon was in receipt of \$1.00 to execute an Exclusive Songwriter
4 Agreement. The \$1.00 specifies clearly that Prince made sure Mr. Dixon’s creative works would
5 not be used for free. That contract specifies “an interest” and that an agreement was made. Prince
6 later drafted a twin contract and three (3) months before Prince died Prince made sure it was all
7 protected by copyright.
8

9 Contract law, whether through express or implied-in-fact contracts, is the most
10 significant remaining state-law protection for literary or artistic ideas. Where a copyright owner
11 authorizes the use of his work, but does not receive the consideration he was promised, he has a
12 contract claim; where a copyright owner does not authorize the use of his work, but nonetheless,
13 someone uses it to produce a substantially similar work, he has a copyright claim.”
14

15 Mr. Dixon has clearly specified in his Declarations and throughout his claims inserted
16 into the California Courts and in this Probate Matter than he expected payment for his creative
17 works and that Prince and Mr. Dixon agreed thereof. Copyright Law is not set-aside from
18 protection simply because the second prong is used for a contract claim. Instead the claim is
19 much more powerful.
20

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22 **T. ALLEGING THAT MR. DIXON IS A FRIVOLOUS LITIGANT**

23 The Honorable Kevin W. Eide directs parties to this Probate Matter that allege Mr. Dixon is a
24 Frivolous Litigant to consider the following: “Upon the motion of any party or on its own
25 initiative, the court may, subject to the conditions stated in Rules 9.01 to 9.07, enter an order: (a)
26 requiring the furnishing of security by a frivolous litigant who has requested relief in the form of
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1 a claim, or (b) imposing preconditions on a frivolous litigant's service or filings of any new
2 claims, motions or requests.”

3
4 **27. ARE MR. DIXON'S COPYRIGHT/CONTRACT CLAIMS TIME-BARRED?**

5 Bremer Trust argued that Mr. Dixon's contract claims were time-barred although never
6 bringing up the argument until the last hour on the final day of allowed submissions dated
7 August 5, 2016. However, Mr. Dixon had always brought up the fact that his creative works
8 were being used without compensation and that a modified agreement was entered into in 1995.
9 A statute of limitations is not applicable to Mr. Dixon's claims and the copyright ownership
10 would revert back to Mr. Dixon automatically, unless a contract with Prince stated otherwise.
11

12 **Minnesota Rules 15.02 Amendments to Conform to the Evidence**

13 When issues not raised by the pleadings are tried by express or implied consent of the
14 parties, they shall be treated in all respects as if they had been raised in the pleadings. Such
15 amendment of the pleadings as may be necessary to cause them to conform to the evidence and
16 to raise these issues may be made upon motion of any party at any time, even after judgment; but
17 failure so to amend does not affect the result of a trial of these issues. If evidence is objected to at
18 the trial on the ground that it is not within the issues raised by the pleadings, the court may allow
19 the pleadings to be amended and shall do so freely when the presentation of the merits of the
20 action will be subserved thereby and the objecting party fails to satisfy the court that admission
21 of such evidence would prejudice maintenance of the action or defense upon the merits. The
22 court may grant a continuance to enable the objecting party to meet such evidence.
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26 **Minnesota Rules 15.04 Supplemental Pleadings**

27 Upon motion of a party the court may, upon reasonable notice and upon such terms as are
28 just, permit the party to serve a supplemental pleading setting forth transactions, occurrences, or

1 events which have happened since the date of the pleading sought to be supplemented, whether
2 or not the original pleading is defective in its statement of a claim for relief or of a defense. If the
3 court deems it advisable that the adverse party plead thereto, it shall so order, specifying the time
4 therefor.
5

6 Federal Rules 37(4) states, "*Evasive or Incomplete Disclosure, Answer, or Response*. For
7 purposes of this subdivision (a), an evasive or incomplete disclosure, answer, or response must
8 be treated as a failure to disclose, answer, or respond."
9

10 Mr. Dixon is requesting an Amended Order and Supplemental Pleadings. Mr. Dixon
11 believes and herein asserts that Bremer Trust argument of a statute of limitations without Mr.
12 Dixon being given an opportunity to respond violates applicable state and federal laws.
13 Notwithstanding, Mr. Dixon believes and herein asserts that his copyright protected creative
14 works and contracts thereof also remain at-issue in this Probate Matter. Therefore, Mr. Dixon
15 respectfully requests the Court to allow Mr. Dixon to continue in this Probate Matter without
16 being deemed a frivolous litigant in order to fairly reach a conclusion of his claims therewith by
17 allowing amendments and supplemental pleadings to conform to the evidence.
18

19 CONCLUSION

20
21 Mr. Dixon believes and herein asserts he is not a frivolous litigant. His claims against the
22 Estate of Prince Rogers Nelson for Prince's use of his creative works without being compensated
23 are supported by laws and facts. No person or entity are afforded the authority to allow Mr.
24 Dixon's intellectual properties to be used without payment thereof. Because of the nature of
25 copyright law with double-layer protection when coupled with contract law, Mr. Dixon's claims
26 are not time-barred. Notwithstanding, Bremer Trust amended its pleadings to include the
27 allegation that Mr. Dixon's contracts with Prince are time-barred. Mr. Dixon was not allowed
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1 sufficient time to respond. However, Mr. Dixon did have more time on the clock to file a new
2 claim before the deadline of September 12, 2016. Furthermore, the motion to dismiss Mr.
3 Dixon's claims did not and could not violate Mr. Dixon's copyright protections. Bremer Trust
4 changed its pleadings to include matter not argued before. Mr. Dixon was not given sufficient
5 time to respond before the deadline of August 5, 2016. In accordance with Minnesota Rules
6 12.07, 15.01, 15.02, 15.03, 15.04 and Federal Rules 37(4), Mr. Dixon must be afforded the right
7 to respond to any changes in a pleading, in addition to setting boundaries against changing of
8 pleadings in the last hour that could be grounds for sanctions against Bremer Trust, and further
9 argues that additional memoranda could only come about with further discovery, etc.
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12 Mr. Dixon is filing this memorandum in defense of his position to not be considered a
13 frivolous litigator, and to not be penalized with sanctions, preconditions, etc. Therefore, Mr.
14 Dixon respectfully requests the Court to allow him to continue in this Probate Matter and to
15 consider his filings dated after August 5, 2016 as Supplemental Amendments afforded under the
16 law. Mr. Dixon respectfully submits this Memorandum, and Motion to Amend Order and
17 Supplemental Pleadings in order to protect Mr. Dixon's creative rights secured by
18 Copyright/Contract Law that warrant relief under the law.
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VERIFICATION

I, Rodney Herachio Dixon, declare, I am the Petitioner in the above-entitled matter. I have read the foregoing MEMORADUM OF RODNEY H. DIXON OPPOSING BEING DEEMED A FRIVOLOUS LITIGANT; AND MOTION TO AMEND ORDER AND ALLOW SUPPLEMENTAL PLEADINGS, and I know the contents thereof.

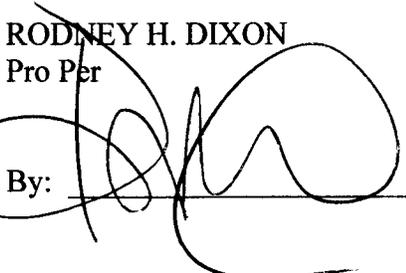
The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe it to be true.

Executed on October 12, 2016, at Riverside County, California.

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

Dated: October 12, 2016

RODNEY H. DIXON
Pro Per

By: 

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