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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 **SUPPLEMENTAL PLEADINGS**  
4

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

10                   The basis of Mr. Dixon's claims is centered on the protection of Mr. Dixon's creative  
11 works recorded and performed by Prince Rogers Nelson that began with a meeting in 1982. In  
12 1994, Mr. Dixon sued Warner Bros. Records and Prince Rogers Nelson et al for Fraudulent  
13 Transfer related to master recordings containing Mr. Dixon's creative works. Mr. Dixon was  
14 never paid for his creative works in accordance to a 1982 verbal agreement with payment due in  
15 1994.  
16

17                   After discussions between the Honorable Aurelio Munoz, Warner Bros. Records, and Mr.  
18 Dixon in the LA Superior Court, Warner Bros. Records was dismissed from the action on  
19 February 8, 1995, leaving only Mr. Dixon vs. Prince Rogers Nelson et al in the matter. Two  
20 months later Prince offered Mr. Dixon an Exclusive Songwriter Agreement with \$1 in  
21 consideration to execute an agreement witnessed by attorneys. Mr. Dixon accepted.  
22

23                   The lawsuit in 1994 took place at a time when Prince changed his name to a symbol,  
24 wrote SLAVE on his face, and was fighting against Warner Bros. Records for ownership of  
25 master recordings that contained creative works of Mr. Dixon. Mr. Dixon was very active in  
26 those activities as indicated by his 1994 lawsuit. As it relates to the fight for the master  
27 recordings Prince did not go about it alone.  
28

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

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

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  
28



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.  
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