

**FILED**

**AUG 09 2016**

**CARVER COUNTY COURTS**

1 Rodney H. Dixon  
2 29635 Troon Court  
3 Murrieta, California 92563  
4 (805) 768-4474

5 Pro Per

6 STATE OF MINNESOTA, COUNTY OF CARVER  
7 CARVER COUNTY DISTRICT COURT  
8

9  
10  
11  
12  
13 Case No. 10-PR-16-46

14 Rodney Herachio Dixon

15 Petitioner

16 Vs.

17 Bremer Trust (Special Administrator)

18 The Estate of Prince Rogers Nelson

19 Paisley Park Estate, et al

20 Does 1 – 99

21 Respondent(s)  
22  
23  
24  
25  
26  
27  
28

MEMORANDUM OF RODNEY H DIXON IN  
SUPPORT OF HIS POSITION AND PETITION  
FOR ALLOWANCE & MOTION FOR  
SUMMARY JUDGMENT IN RESPONSE TO A  
COURT ORDER; AND AGAINST A MOTION  
TO DISMISS AND NOTICE OF  
DISALLOWANCE FILED BY BREMER TRUST

**RECEIVED**

**AUG 03 2016**

COURT ADMINISTRATION

1 MEMORANDUM OF RODNEY H DIXON

2 IN SUPPORT OF HIS POSITION AND PETITION FOR ALLOWANCE  
3 & MOTION FOR SUMMARY JUDGMENT IN RESPONSE TO A COURT ORDER; AND  
4 AGAINST A MOTION TO DISMISS AND NOTICE OF DISALLOWANCE  
5 FILED BY BREMER TRUST

6  
7 This Memorandum of Rodney H. Dixon is in Support of His Petition for Allowance &  
8 Motion for Summary Judgment in Response to a Court Order; and Against a Motion to Dismiss  
9 and Notice of Disallowance Filed by Bremer Trust.  
10

11 This Memorandum is hereby being filed in the Carver County District Court for a claim  
12 in the amount of \$1 billion in conjunction with the claim of ownership of all intellectual  
13 properties alleged to be owned by Prince Rogers Nelson; in addition to other assets at his time of  
14 death dated April 21, 2016.

15 This Memorandum is being filed as a result of a true contract agreed to by Rodney H.  
16 Dixon and Prince Rogers Nelson.  
17

18 This Memorandum is included in conjunction with Rodney H. Dixon's First, Second,  
19 Third, and Fourth Declarations filed on or about April 27, 2016, May 11, 2016, June 13, 2016,  
20 and June 27, 2016, with attachments thereof.  
21

22 Special Administrator Bremer Trust has opted to disallow Mr. Dixon's claims, and moves the  
23 court to dismiss the claims of Mr. Dixon. Notwithstanding, Bremer Trust motion to Dismiss Mr.  
24 Dixon's claims based on a failure to state a claim for which relief may be granted falls short. Mr.  
25 Dixon has supported his position with a plethora of legal codes, case laws, legal argument, and  
26 evidence that supports his claims upon which relief may be granted. Therefore, Mr. Dixon has  
27 filed additional memoranda in support of his position.  
28

1 Notwithstanding, Bremer Trust has filed its motion to dismiss Mr. Dixon's claims in contrast  
2 to the actions of the decedent Prince Rogers Nelson who never contended against Mr. Dixon's  
3 claims, nor did Prince ever authorize any other person or entity to do so.  
4

5 Bremer Trust has filed its motion to dismiss Mr. Dixon's claims based on a faulty defense  
6 with codes applied in error.

7 In particular, Bremer Trust has filed its motion to dismiss Mr. Dixon's claims without  
8 properly asserting an intent by Prince Rogers Nelson, and without the specificity, evidence, and  
9 legal facts required under the law.  
10

11 Bremer Trust has filed its motion to dismiss Mr. Dixon's claims without contending against  
12 Mr. Dixon's claims specifically, and without contending against Mr. Dixon's Petition for  
13 Allowance, or Motion for Summary Judgment.

14 Mr. Dixon claims that Prince Rogers Nelson agreed to include the Intellectual Properties  
15 claimed in this action in order to "Guarantee" the fulfillment of the true contract for \$1 Billion  
16 already agreed to.  
17

18 In the unfortunate event the Court allows a separation of the Debt that is owed and due Mr.  
19 Dixon, from the Intellectual Properties pledged by Prince to Mr. Dixon, Mr. Dixon's award of \$1  
20 Billion could face an Insolvent Estate far less than the value promised which would damage Mr.  
21 Dixon greatly.  
22

23 Prince Rogers Nelson "Contracted" and "Allowed" the claims that Mr. Dixon has asserted in  
24 this action. Therefore, Mr. Dixon respectfully reminds the Court of his submitted "Petition to  
25 Allow his Claims," and "Request for Summary Judgment" as prescribed by law.  
26

27 The contents of this judicial memorandum are articulated herein:  
28

1  
2           I.        INTRODUCTION

3           Rodney H. Dixon has filed Four Declarations in this matter. Mr. Dixon asserts that he and  
4 decedent Prince Rogers Nelson entered into an implied-in-fact agreement that was later modified  
5 in writing. Although Bremer Trust have filed a Motion to Dismiss the Claims of Rodney H.  
6 Dixon, and also mailed to Mr. Dixon a Notice of Disallowance of the Claims, Bremer Trust have  
7 failed to purport a single legally recognized contention against Mr. Dixon's assertion of a true  
8 contract with decedent Prince Rogers Nelson.  
9  
10

11           Bremer Trust have not filed any opposition to Mr. Dixon's claim of an implied-in-fact  
12 agreement ("true contract") or written agreement ("true contract") with decedent Prince Rogers  
13 Nelson.  
14

15           Notwithstanding, Mr. Dixon has filed Claims, Petitions & Motions, in addition to this  
16 Memorandum in response to Bremer Trust Notice of Disallowance of the Claims of Mr. Dixon,  
17 and Motion to Dismiss the Claims of Mr. Dixon.

18           Mr. Dixon's Claims, Petitions & Motions include but are not limited to a Petition for  
19 Allowance of Claims and Motion for Summary Judgment.

20           Bremer Trust have not filed any opposition to Mr. Dixon's Petition for Allowance of  
21 Claims and/or Motion for Summary Judgment.  
22

23           It is hereby understood that Bremer Trust Motion to Dismiss Mr. Dixon's Claims, and  
24 Mr. Dixon's Motion for Summary Judgment are 'Dispositive Motions' in accordance with  
25 Minnesota General Rules of Practice Rule 115.01 and Rule 115.02. Additionally, any additional  
26 memoranda filed per court order is in accordance with at least Rule 115.03(a)(b)(c).  
27  
28

1           Additionally, Bremer Trust have waived Discovery in this matter. When inquired by the  
2 Court if Bremer Trust and Mr. Dixon wanted discovery, an actual hearing, or submit to written  
3 argument (**Exhibit A**); Bremer Trust vehemently focused its entire defensive posture on its  
4 Motion to Dismiss (Dispositive Motion), and accepted a finalized decision on the written record  
5 (**Exhibit B**).

6  
7           On or about June 29, 2016, the Court Ordered in the following: “The parties shall submit  
8 any additional factual record and legal argument on the Special Administrator’s Motion to  
9 Dismiss the claims of Rodney Dixon by no later than August 5, 2016. This motion to Dismiss  
10 will be considered on the written record only unless either party requests oral argument.  
11

12           Therefore, Mr. Dixon is attempting to make it perfectly clear that the written record  
13 clearly shows that Bremer Trust have not filed any oppositions to Mr. Dixon’s Petition for  
14 Allowance of Claims and Motion for Summary Judgment. Additionally, Bremer Trust is required  
15 under the law to contend against Mr. Dixon’s Claims, Petitions & Motions with specificity and  
16 with evidence to support its contention therewith. Bremer Trust have failed in this regard.  
17

18           Notwithstanding, in the event Bremer Trust did offer any oppositions to Mr. Dixon’s  
19 Petition for Allowance of Claims and Motion for Summary Judgment, Bremer Trust would still  
20 be faced with presenting an alternative reality of the intent of Prince Rogers Nelson when he  
21 entered the agreement with Mr. Dixon. However, the time for Bremer Trust to forge any  
22 oppositions with specificity and with evidence to support any contentions therewith expires  
23 August 5, 2016.  
24

25           Therefore, in light of the fact that Bremer Trust have not filed any legally recognizable  
26 opposition to Mr. Dixon’s Claims, Petition for Allowance of Claims, or Motion for Summary  
27 Judgment, and the fact that the Court has Ordered this matter be determined by the written record  
28

1 in totality not later than August 5, 2016, it is made clear that upon the failure of Bremer Trust  
2 Motion to Dismiss, the Court must “Allow” Mr. Dixon’s Claims against the Estate of Prince  
3 Rogers Nelson and “Grant” Mr. Dixon’s Motion for Summary Judgment thereof.  
4

5 In accordance with Minn. R. Civ. P. 56.01, “Summary Judgment shall be rendered  
6 forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file,  
7 together with the affidavits, if any, show that there is no genuine issue as to any material fact and  
8 that either party is entitled to a judgment as a matter of law.”  
9

10 Courts regularly grant Summary Judgment when there is no dispute as to the material  
11 facts and one side is simply arguing the law. For example, in this case Bremer Trust is arguing  
12 that Mr. Dixon’s claims are not afforded legal remedy under the law – even if true. However,  
13 Mr. Dixon’s claims of an implied-in-fact agreement and written agreement are claims in which  
14 relief may be granted. This legal fact is not opposed by Bremer Trust with specificity as required  
15 under the law, and as such Summary Judgment may be granted.  
16

17 Notwithstanding, “If, on motion pursuant to this rule, judgment is not rendered upon the  
18 whole case or for all the relief asked and a trial is necessary, the court at the hearing on the  
19 motion, by examining the pleadings and the evidence before it and by interrogating counsel,  
20 shall, if practicable, ascertain what material facts exist without substantial controversy and what  
21 material facts are actually and in good faith controverted. It shall thereupon make an order  
22 specifying the facts that appear without substantial controversy, including the extent to which the  
23 amount of damages or other relief is not in controversy, and directing such further proceedings in  
24 the action as are just. Upon the trial of the action the facts so specified shall be deemed  
25 established, and the trial shall be conducted accordingly (Minnesota Court Rules of Civil  
26  
27  
28

1 Procedure 56.04 – Case Not Fully Adjudicated on Motion). However, Bremer Trust have not  
2 mounted any legally recognizable claim to prevent Mr. Dixon from receiving full award.  
3

4 *II. BACKGROUND*

5 On or about June 2, 2016, Bremer Trust mailed to Mr. Dixon a Notice of Disallowance of  
6 Claims. Mr. Dixon responded to Bremer Trust Notice of Disallowance and Petitioned the Court  
7 for Allowance of Claims; and Requested from the Court to Order Bremer Trust to Show Cause.  
8 Additionally, Mr. Dixon’s filing included a Petitioner Motion for Summary Judgment on or  
9 about June 10, 2016.  
10

11 On or about June 29, 2016, the Court has agreed that Mr. Dixon has filed various claims  
12 against the Estate and have since filed additional memoranda in support of his position.  
13

14 In accordance with Minnesota Law Statutes 524.3-806(b) - Allowance of Claims it states,  
15 “Upon the petition of the personal representative or of a claimant in a proceeding for the  
16 purpose, the court may allow in whole or in part any claim or claims presented to the personal  
17 representative or filed with the court administrator in due time and not barred by subsection (1)  
18 of this section. Notice in this proceeding shall be given to the claimant, the personal  
19 representative and those other persons interested in the estate as the court may direct by order  
20 entered at the time the proceeding is commenced.”  
21

22 Therefore, in accordance with Minnesota Law Statutes 524.3-806(b), and in light of a Court  
23 Order, Bremer Trust must contend with each and every claim asserted by Mr. Dixon with  
24 specificity and propose an alternative reality of the decedent with evidence to supports its  
25 contentions therewith. For each and every claim asserted by Mr. Dixon in which Bremer Trust  
26 fails to contend accurately and with specificity, all such claims asserted by Mr. Dixon should be  
27 allowed unless those claims are a violation of law.  
28

1 Mr. Dixon has filed Four Declarations in this Probate Matter beginning April 27, 2016. On or  
2 about June 27, 2016, the Court filed Mr. Dixon's Fourth Declaration. All of Mr. Dixon's  
3 Declarations clearly assert his claims as a contracting party to decedent Prince Rogers Nelson for  
4 the amount of \$1 Billion Dollars with sole and exclusive ownership rights to all of the  
5 intellectual properties owned and controlled by Prince Rogers Nelson at time of death on April  
6 21, 2016. However, Bremer Trust contends Mr. Dixon fails to state a claim upon which relief can  
7 be granted as its primary defense.  
8

9 However, in Mr. Dixon's Fourth Declaration on (Page 2 – Lines 14-22) it states; "Mr. Dixon  
10 asserts that Bremer Trust has failed to understand the two prong test as described in this and  
11 previous declarations. Therefore, at-issue in this matter is simply whether universally accepted  
12 implied-in-fact agreements by courts are recognized by the Carver County District Court. If  
13 universal acceptance of true contracts are recognized by the Carver County District Court, Mr.  
14 Dixon's claims should be allowed and summary judgment awarded. If universal acceptance of  
15 true contracts are not recognized by the Carver County District Court, Mr. Dixon claims should  
16 be disallowed and dismissed." Bremer Trust have not contended against this legal argument.  
17  
18

19 Therefore, the matter at-issue before the Court is to determine if the State of Minnesota  
20 recognizes "universal acceptance of true contracts." Mr. Dixon asserts that the contentions  
21 formed by Bremer Trust are narrowly scoped and fail to contend against the claims of Mr. Dixon  
22 in the manner prescribe by law relating to implied-in-fact agreements. Additionally, Mr. Dixon  
23 has provided evidence that the contract terms were also written and inserted in a court of law.  
24 These terms were agreed to by the actions of Prince Rogers Nelson and acknowledged by  
25 Prince's attorney Jerry Edelstein (**Exhibits C & D**). Bremer Trust have not contended against  
26 these legal assertions.  
27  
28

1 Notwithstanding, Bremer Trust have contended that, Mr. Dixon's contract claims should be  
2 dismissed "for failure to state a claim upon which relief may be granted pursuant to Minnesota  
3 Rule of Civil Procedure 12.02(e)." Therefore, it is clear that the matter at-issue is indeed  
4 whether or not the State of Minnesota recognizes true contracts, and if so does true contracts  
5 warrant relief under the law?  
6

7 As stated in Article 1, Section 10 of the Constitution of the United States, "No State shall  
8 enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal' coin  
9 Money' emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment of  
10 Debts; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of  
11 Contracts, or grant any Title of Nobility."  
12

13 Additionally, it appears the State of Minnesota is in accordance with Article 1, Section 10 of  
14 the Constitution of the United States. In fact, according to the Constitution of the State of  
15 Minnesota, Section 11 it states, "No bill of attainder, ex post facto law, or any law impairing the  
16 obligation of contracts shall be passed, and no conviction shall work corruption of blood or  
17 forfeiture of estate."  
18

19 Although the Minnesota Constitution and other Minnesota Laws clearly emphasizes that  
20 heirs do not hold precedence over contract claims of debt, which is a very important factor in this  
21 Probate Matter, there are additional elements of law to consider. For example, "a contract creates  
22 rights only as between the contracting parties, and the only possible defendant is the party to  
23 whom an idea was directly submitted for sale.' It is therefore clearly established by law that the  
24 heirs of Prince Rogers Nelson, the Estate of Prince Rogers Nelson, and the Special Administrator  
25 cannot be defendants in an action involving the contract between Mr. Dixon and Prince Rogers  
26  
27  
28

1 Nelson. Additionally, no other person or entity outside of Mr. Dixon holds any authority to the  
2 contract between Mr. Dixon and Prince Rogers Nelson.

3  
4 It is clearly understood Mr. Dixon's assertions involve "a true contract." It is clearly  
5 understood Mr. Dixon asserts Prince Rogers Nelson did not contend against Mr. Dixon's claims  
6 while he was alive. Bremer Trust have not filed any opposition to any of these claims. In fact,  
7 Bremer Trust could not file any opposition to these claims without presenting an alternative  
8 reality with evidence. Therefore, there is no law in the United States of America that have been  
9 created to impair the obligation entered into and agreed upon by Mr. Dixon and Prince Rogers  
10 Nelson.  
11

12 *III. BREMER TRUST FAILED CONTENTIONS*

13  
14 Prince submitted to the claims of Mr. Dixon. Therefore, Bremer Trust holds absolutely no  
15 authority to supplant the agreement of Prince Rogers Nelson and Mr. Dixon in this matter.  
16 Therefore, there is no plausible theory granted to Bremer Trust, as Special Administrator to  
17 disregard the relief sought by Mr. Dixon under the law.

18  
19 However, on or about April 29, 2016, Bremer Trust filed a Motion to dismiss the claims  
20 asserted by Mr. Dixon based upon the following argument: Mr. Dixon's contract claims should  
21 be dismissed for failure to state a claim upon which relief may be granted pursuant to Minnesota  
22 Rule of Civil Procedure 12.02(e).

23 *IV. MR. DIXON'S LEGAL ASSERTIONS*

24  
25 Minnesota Rule of Civil Procedure 12.02(e) is not a code that amounts to a legally  
26 recognized defensible argument that can dismiss a claim. Minnesota Rule of Civil Procedure  
27 12.02(e) is simply a code that determines the course of action in this Probate Matter. It is hereby  
28 understood that this Probate Matter regarding the claims of Mr. Dixon, and the contentions of

1 Bremer Trust are in fact following the course of action as described in Minnesota Rule of Civil  
2 Procedure 12.02(e) and articulated by Judge Kevin Eide by Court Order.

3  
4 *V. JUDGE EIDE POSITION*

5 On or about June 29, 2016, Judge Eide, articulated his legal position on the matter as follows:  
6 “On April 27, 2016, Rodney Dixon filed a Declaration, Petition & Demand for Notice asserting  
7 various claims against the Estate of Prince Rogers Nelson. On April 29, 2016, Special  
8 Administrator Bremer Trust filed a Motion to Dismiss Mr. Dixon’s claims based upon a failure  
9 to state a claim for which relief may be granted. Mr. Dixon has since filed additional memoranda  
10 in support of his position. Based upon Mr. Dixon’s claims and the Special Administrator’s  
11 motion, it is appropriate that a formal briefing and scheduling order be issued.”

12  
13 *VI. JUDGE EIDE ORDER*

14 Therefore, based upon the file and proceedings herein, the Court makes the following:

- 15  
16 1. The parties shall submit any additional factual record and legal argument on the Special  
17 Administrator’s Motion to Dismiss the claims of Rodney Dixon by no later than August 5, 2016.  
18 This motion to Dismiss will be considered on the written record only unless either party requests  
19 oral argument.  
20  
21 2. Carver County Court Administration has scheduled time for oral arguments on September 7,  
22 2016, at 8:30 am. At the Carver County Courthouse, 604 E. 4th Street, Chaska, Minnesota. This  
23 hearing shall occur only if a party specifically requests oral argument on or before August 5,  
24 2016. If oral argument is requested, the parties shall be required to be personally present for the  
25 hearing.

26  
27 *VI. BREMER TRUST NOTICE OF DISALLOWANCE*

1 On or about June 2, 2016, Bremer Trust mailed to Mr. Dixon a Notice of Disallowance.  
2 After Mr. Dixon's receipt of Notice of Disallowance he filed a Response in accordance with  
3 Minnesota Rule of Civil Procedure 524.3-803 - 806 – Allowance of Claims.  
4

5 Minnesota Rule of Civil Procedure 524.3-803 states; “the personal representative may  
6 mail a notice to any claimant stating that the claim has been disallowed. If after allowing or  
7 disallowing a claim, the personal representative changes the decision concerning the claim, the  
8 personal representative shall notify the claimant. Without order of the court for cause shown, the  
9 personal representative may not change a disallowance of a claim after the time for the claimant  
10 to file a petition for allowance or to commence a proceeding on the claim has run and the claim  
11 has been barred.  
12

13 Mr. Dixon's claims have not been barred. Therefore, Mr. Dixon's Claims, Petitions &  
14 Motions are legally at-issue in whole or in part by the court. Notwithstanding, in accordance with  
15 Minnesota Law Section 524.3-806(b); “Upon the petition of the personal representative or of a  
16 claimant in a proceeding for the purpose, the court may allow in whole or in part any claim or  
17 claims presented to the personal representative or filed with the court administrator in due time  
18 and not barred by subsection (a) of this section. Notice in this proceeding shall be given to the  
19 claimant, the personal representative and those other persons interested in the estate as the court  
20 may direct by order entered at the time the proceeding is commenced.”  
21

22  
23 Bremer Trust also mailed a Notice of Disallowance of Claim to Mr. Dixon on or about  
24 June 3, 2016. Mr. Dixon responded to Notice of Disallowance in the manner prescribed by law  
25 by filing a Petition for Allowance. Bremer Trust retroactively requested the court hear its Motion  
26 to Dismiss. Mr. Dixon responded to Motion to Dismiss in the manner prescribed by law by filing  
27 a Motion for Summary Judgment.  
28

1  
2  
3  
4  
5 *VII. JUDICIAL PROTOCOL REGARDING BREMER TRUST NOTICE OF*  
6 *DISALLOWANCE AND MOTION TO DISMISS – VERSUS- MR. DIXON’S*  
7 *CONTRACT CLAIMS, PETITION FOR ALLOWANCE AND MOTION FOR*  
8 *SUMMARY JUDGMENT*

9 Minnesota Law Section 524.3-806(b) clearly states, “Upon the petition of the personal  
10 representative or of a claimant in a proceeding for the purpose, the court may allow in whole or  
11 in part any claim or claims presented to the personal representative or filed with the court  
12 administrator in due time and not barred by subsection (a) of this section.”

13 Bremer Trust have provided no evidence to dispute Mr. Dixon’s Claim of an Implied-in-  
14 fact agreement (“true contract”) or written agreement (“true contract”), with decedent Prince  
15 Rogers Nelson.

16 Bremer Trust have not filed any opposition to Mr. Dixon’s Petition for Allowance and  
17 Motion for Summary Judgment. Therefore the only matter at-issue is the relief sought by Mr.  
18 Dixon for a contract with Prince Rogers Nelson.

19 It is clear that the State of Minnesota and its Courts recognize universally accepted  
20 contracts. It is clear the State of Minnesota is not excluded from the Constitution of the United  
21 States. It is clear the Constitution of the State of Minnesota wholeheartedly accepts that contracts  
22 are recognized in Carver County District Court.  
23

24  
25 *VIII. PAYMENT OF CLAIMS*

26 In the fortunate event Mr. Dixon’s Claims are Allowed by the Court the Payment of  
27 Claims are guided in part by Minnesota Law Section 524.3-807(a) – Payment of Claims – as  
28 follows: “Upon the expiration of the earliest of the time limitations provided in section 524.3-

1 803 for the presentation of claims, the personal representative shall proceed to pay the claims  
2 allowed against the estate in the order of priority prescribed, after making provisions for family  
3 maintenance and statutory allowances, for claims already presented which have not yet been  
4 allowed or whose allowance has been appealed, and for unbarred claims which may yet be  
5 presented, including costs and expenses of administration. By petition to the court in a  
6 proceeding for the purpose, or by appropriate motion if the administration is supervised, a  
7 claimant whose claim has been allowed but not paid as provided herein may secure an order  
8 directing the personal representative to pay the claim to the extent that the funds of the estate are  
9 available for the payment.  
10  
11

12 It is clearly noted that Mr. Dixon has petitioned the court for Allowance of Claims and  
13 Motion for Summary Judgment without any legally recognizable oppositions offered by Bremer  
14 Trust. It is believed that the Estate of Prince Rogers Nelson may not have \$1 Billion to pay and  
15 after paying Mr. Dixon whatever is currently available may have to make arrangements thereof.  
16 However, it is clearly noted that the property which produces the income cannot be separated  
17 from the debt that is owed which is why Prince obligated the intellectual property.  
18

19 Minnesota Law Section 524.1-104 – Severability – “If any provision of this chapter or  
20 the application thereof to any person or circumstances is held invalid, the invalidity shall not  
21 affect other provisions or applications of the chapter which can be given effect without the  
22 invalid provision or application, and to this end the provision of this chapter are declared to be  
23 severable. (1974 c 442 art 1 s 524.1-104).  
24

25 Additionally, as stated in Minnesota Law Section 524.2-105(ii), “Any transfer in which the  
26 decedent created a general power of appointment over income or property exercisable by the  
27 decedent alone or in conjunction with any other person, or exercisable by a non-adverse party.  
28

1 The amount included with respect to a power over property is the value of the property subject to  
2 the power, and the amount included with respect to a power over income is the value of the  
3 property that produces or produced the income, to the extent in either case that the property  
4 passed at the decedent's death to or for the benefit of any person other than the decedent's estate  
5 or surviving spouse. If the power is a power over both income and property and the preceding  
6 sentence produces different amounts, the amount included is the greater amount.”

8 *VIII. MR. DIXON'S CURRENT POSITION - RECAP*

9 Mr. Dixon asserts that Bremer Trust has failed to understand the two prong test as  
10 described in this and previous declarations. Therefore, at-issue in this matter is simply whether or  
11 not universally accepted implied-in-fact agreements and written agreements are recognized by  
12 the Carver County District Court? It is clear, Carver County District Court must recognize true  
13 contracts. Therefore, Mr. Dixon's claims should be allowed and summary judgment awarded.

14  
15 In contrast to Bremer Trust narrowly defined defense the Court recognizes that several  
16 claims have been made by Mr. Dixon, which already affords him the right to be a participant in  
17 this Probate matter, and additional memoranda filed by Mr. Dixon have gone unchallenged by  
18 Bremer Trust.

19  
20 In fact, the Court makes the following assessment in its Order dated on or about June 29,  
21 2016:

- 22  
23 1. “On April 27, 2016, Rodney Dixon filed a Declaration, Petition & Demand for Notice  
24 asserting various claims against the Estate of Prince Rogers Nelson.”  
25 2. “Mr. Dixon has since filed additional memoranda in support of his position.”

26 *IX. MR. DIXON'S CLAIMS FOCUS ON TWO ELEMENTS FOR RELIEF*

1 Mr. Dixon's claims focus on two elements. As previously stated these two elements may not  
2 be separated under the law. Therefore payment to Mr. Dixon must include all elements for relief.  
3 Payment to Mr. Dixon is a separate matter from potential heirs. Mr. Dixon's interest in the Estate  
4 must however be of consideration in any decision involving the Estate of Prince Rogers Nelson.  
5

6 The two elements are as follows:

7 A. \$1 Billion Dollars owed and due.

8 B. Rights to all intellectual properties owned and controlled by Prince at time of death April  
9 21, 2016; in addition to cash, stocks, bonds, real estate, etc.  
10

11 In contrast, Bremer Trust has focused its contention on the opinion that Mr. Dixon fails to  
12 state a claim in which relief may be granted. Therefore, Bremer Trust believes that \$1 Billion  
13 Dollars and all intellectual properties, etc. cannot be awarded to Mr. Dixon, even if Mr. Dixon's  
14 claims are true that he and Prince Rogers Nelson agreed to the contract.  
15

16 As it clearly states in the Constitution of the United States, the Constitution of the State of  
17 Minnesota, and the Constitution of the State of California, "no law impairing the obligation of  
18 contracts may be passed."  
19

20 It is clearly noted that Mr. Dixon is asserting that a true contract exists with Prince Rogers  
21 Nelson for \$1 Billion Dollars and for all intellectual properties owned and controlled by Prince at  
22 time of death, which is April 21, 2016; and that the contract between Mr. Dixon and Prince was  
23 executed prior to Prince's death and agreed to by Mr. Dixon and Prince Rogers Nelson.  
24

25 Bremer Trust argues that even if Mr. Dixon and Prince Rogers Nelson executed this  
26 agreement, there is no legal remedy for relief to Mr. Dixon under the law. That is Bremer Trust's  
27 position in this Probate Matter. However, when viewing Implied-in-fact agreements and written  
28 agreements under the law the argument posed by Bremer Trust have no bearing whatsoever. It is

1 also clearly understood that Bremer Trust does not have any authority to supersede the  
2 Constitutions of the United States, State of Minnesota or State of California regarding contracts  
3 between persons.  
4

5 Additionally, there are supportive arguments imposed by states that clearly establishes,  
6 “breach of contract – express, implied-in-fact, or implied-in-law – ground in one way or another  
7 on the supposed relationship dealings between the parties.” The parties are Prince and Mr.  
8 Dixon.

9 Bremer Trust lacks jurisdiction to sever the agreement made between Mr. Dixon and Prince  
10 Rogers Nelson. Therefore, it is clearly noted that Bremer Trust have not filed any legally  
11 recognizable opposition to Mr. Dixon’s claim of an implied-in-fact agreement (“true contract”)  
12 and written agreement (“true contract”), that can be legally considered by the Carver County  
13 District Court under the law.  
14

15 Bremer Trust was not a party to the agreement that Mr. Dixon and Prince entered into, thus  
16 Bremer Trust holds no legal authority to disallow or dismiss Mr. Dixon’s claims thereof. That is  
17 why Bremer Trust have only contended that “Dixon has not alleged facts that -even if true -  
18 would constitute a valid transfer of copyrights, Dixon has failed to properly state a claim of  
19 ownership of any of Prince’s copyright.” Therefore, the only matter at-issue is if in fact Carver  
20 County District Courts recognize true contracts, and it is clearly established that Carver County  
21 District Courts recognizes true contracts.  
22

23 Bremer Trust does not claim to be on the bus with Mr. Dixon and Prince Rogers Nelson back  
24 in 1982; nor does Bremer Trust claim to be Prince’s legal representatives in 1994-1995. It is  
25 therefore impossible for Bremer Trust to have any authority to retroactively prevent Mr. Dixon  
26 and Prince Rogers Nelson from entering into said Agreement dating back to 1982, or forcing  
27  
28

1 Prince to contend when he chose to follow Mr. Dixon's directive to remain silent, or prevent  
2 Prince from agreeing to a modified written version in 1994-1995. Therefore, there is no plausible  
3 theory that affords Bremer Trust or the Estate of Prince Rogers Nelson or any heirs the authority  
4 to sever the agreement entered into between Mr. Dixon and Prince Rogers Nelson.  
5

6 In fact, Bremer Trust did not become Special Administrator until May 2, 2016. Therefore, the  
7 Estate of Prince Rogers Nelson, Special Administrator Bremer Trust, and any potential heirs lack  
8 authority to prevent Mr. Dixon and Prince Rogers Nelson from entering into a contract with one  
9 another in 1982, and agreeing to a written modification in 1994-1995.  
10

11 Notwithstanding, as it relates to Mr. Dixon's claims for \$1 Billion Dollars owed and due,  
12 Bremer Trust have failed to cite a single legal code or contention to defend against the claim for  
13 \$1 Billion owed and due.

14 In fact, the three legal codes cited by Bremer Trust are cited as follows:

- 15 1. Minnesota Rule of Civil Procedure 12.02 (e) – *However, this rule is based on the process*  
16 *to move forward when a contention for a failure to state a claim in which relief may be*  
17 *granted is posed.*
- 18 2. 17 U.S.C. § 204 (a) – *However, this rule is based on copyright transfer.*
- 19 3. Minnesota Rule of Civil Procedure 524.2-502 – *However, this rule is based on the*  
20 *transfer of property in a will.*  
21

22 Therefore, Bremer Trust in its Motion to Dismiss have not cited a single code of law that  
23 could possibly dismiss Mr. Dixon's claim of \$1 Billion Dollars that is owed and due.  
24

25 Specifically, Bremer Trust citing of Minnesota Rule of Civil Procedure 12.02 (e) is simply a  
26 code that illustrates the process of a case moving forward. The citing thereof holds no provision  
27 for a legal defense against Mr. Dixon's claims whatsoever.  
28

1 In accordance with Minnesota Rule of Civil Procedure 12.02(e) the case is moving forward  
2 in the manner prescribed by Minnesota Rule of Civil Procedure 12.02 (e). Therefore, even if Mr.  
3 Dixon was not awarded sole and exclusive ownership of all the intellectual properties held by  
4 Prince Rogers Nelson at his time of death dated April 21, 2016, Mr. Dixon's claims for \$1  
5 Billion Dollars owed and due would still be a standalone claim in this probate matter as a worst  
6 case scenario.  
7

8 However, Minnesota Law clearly establishes the fact that there is no separation of \$1 Billion  
9 owed and due from the rights to all intellectual properties owned and controlled by Prince  
10 Rogers Nelson at time of death in this particular situation. The law specifically prevents such a  
11 separation. In particular, Mr. Dixon has cited Minnesota Law Section 524.1-104 as follows –  
12 Severability – “If any provision of this chapter or the application thereof to any person or  
13 circumstances is held invalid, the invalidity shall not affect other provisions or applications of  
14 the chapter which can be given effect without the invalid provision or application, and to this end  
15 the provision of this chapter are declared to be severable. (1974 c 442 art 1 s 524.1-104).”  
16  
17

18 Additionally, as stated in Minnesota Law Section 524.2-105(ii), “Any transfer in which the  
19 decedent created a general power of appointment over income or property exercisable by the  
20 decedent alone or in conjunction with any other person, or exercisable by a non-adverse party.  
21 The amount included with respect to a power over property is the value of the property subject to  
22 the power, and the amount included with respect to a power over income is the value of the  
23 property that produces or produced the income, to the extent in either case that the property  
24 passed at the decedent's death to or for the benefit of any person other than the decedent's estate  
25 or surviving spouse. If the power is a power over both income and property and the preceding  
26 sentence produces different amounts, the amount included is the greater amount.”  
27  
28

1           Therefore, as it relates to Minnesota Law Section 524.1-104 and Minnesota Law Section  
2 524.2-105(ii), (1974 c 442 art 1 s 524.1-104), the amount of \$1 Billion Dollars owed and due  
3 also includes the intellectual properties owned and controlled by Prince Rogers Nelson at his  
4 time of death dated April 21, 2016.  
5

6           This fact is crystallized by law due to the fact it is the intellectual properties that has and  
7 continues to produce the income. As stated in the law, “The amount included with respect to a  
8 power over property is the value of the property subject to the power, and the amount included  
9 with respect to a power over income is the value of the property that produces or produced the  
10 income.”  
11

12           IX.     *BREMER TRUST FAILED OPPOSITIONS*

13           Bremer Trust filed a motion to dismiss that centers on two elements:

- 14           1. Special Administrator, Bremer Trust, N.A., opposes the attempt by Rodney Herachio  
15           Dixon to participate in this special administration matter and moves to dismiss Mr.  
16           Dixon’s purported claim against the Estate of Prince Rogers Nelson (“Prince”).  
17           2. Mr. Dixon should not be permitted in this matter because he has no legally cognizable  
18           claim against Prince’s estate, and Mr. Dixon’s claim against Prince’s estate should be  
19           dismissed for failure to state a claim upon which relief may be granted pursuant to  
20           Minnesota Rule of Civil Procedure 12.02(e).  
21           22

23           The Court has already recognized and articulated the following in regard to Bremer Trust  
24 filed Motion to Dismiss:

- 25           1. Mr. Dixon has since filed additional memoranda in support of his position.
- 26           2. Based upon Mr. Dixon’s claims and the Special Administrator’s motion, it is appropriate  
27           that a formal briefing and scheduling order be issued.  
28

1 Notwithstanding, Bremer Trust opposition to Mr. Dixon's claims continue to be based on its  
2 Motion to Dismiss, although not offering up any additional memoranda to contend against the  
3 assortment of supporting elements of Mr. Dixon's claims. Bremer Trust opposition is clearly  
4 centered on Mr. Dixon not being allowed to participate in this Probate Matter for failure to state  
5 a claim in which relief may be granted.  
6

7 Bremer Trust have not filed any opposition to Mr. Dixon's claims of an Implied-in-fact  
8 agreement ("true Contract") or claims of a modified written agreement ("true contract"), or  
9 Petition for Allowance, or Motion for Summary Judgment. Bremer Trust have failed on all fronts  
10 although given until August 5, 2016 by Court Order to formulate a legally recognizable  
11 contention.  
12

13 Therefore, the only opposition posed by Bremer Trust is based on the contention that Mr.  
14 Dixon should not be allowed to participate in this Probate Matter for failure to state a claim in  
15 which relief may be granted. Therefore, Bremer Trust Motion to Dismiss and Notice of  
16 Disallowance of Claims must be weighed against Mr. Dixon's claim of an implied-in-fact  
17 agreement ("true contract") and written agreement ("true contract") with filed declarations and  
18 memorandum; Petition for Allowance and Motion for Summary Judgment without any legally  
19 plausible opposition from Bremer Trust whatsoever.  
20  
21

22 The weight must be based on the written record. However, Bremer Trust does not have any  
23 legally recognized defenses on record against Mr. Dixon's claim of an implied-in-fact agreement  
24 and written agreement with filed declarations and memorandum; in addition to a Petition for  
25 Allowance and Motion for Summary Judgment on record. Therefore, Bremer Trust does not  
26 have a plausible defense for the court to consider on its behalf.  
27  
28

1 It is hereby clearly understood by law that any contentions regarding implied-in-fact  
2 agreements must emphasize an alternative intent of the parties as determined by the actions of  
3 the parties directly involved. However, any contentions must come from a party that was directly  
4 involved. Bremer Trust does not fit that description and is therefore barred from contending  
5 against Mr. Dixon's claims.  
6

7 Bremer Trust have failed to submit any factual record or legal argument demonstrating  
8 Prince's intent. In contrast, the Court has recognized and articulated that "Mr. Dixon has since  
9 filed additional memoranda in support of his position," in accordance with Minnesota Rule of  
10 Civil Procedure 12.02.  
11

12 Therefore, the contention made by Bremer Trust that "Mr. Dixon's claim against Prince's  
13 estate should be dismissed for failure to state a claim upon which relief may be granted pursuant  
14 to Minnesota Rule of Civil Procedure 12.02(e);" is not a sufficient enough defense under the law  
15 to disallow and/or dismiss the claims made by Rodney H. Dixon. Bremer Trust is not legally  
16 afforded any other contentions under the law.  
17

18 **X. BREMER TRUST FAILED CONTENTIONS - SUMMARY**

19 Mr. Dixon's claims center of the assertion that a true contract exists between Mr. Dixon and  
20 Prince Rogers Nelson since the year 1982, and modified in writing and agreed to by Prince in  
21 1994-1995. Mr. Dixon has stated this Agreement exists on the basis of law constituting Implied-  
22 in-fact agreements and written agreements as true contracts. Mr. Dixon has provided a mountain  
23 of evidence, legal codes, case law, etc. As the Court has articulated, "Mr. Dixon has since filed  
24 additional memoranda in support of his position."  
25

26 Therefore, Mr. Dixon believes and asserts that Bremer Trust current position centered on 17  
27 U.S.C. § 204(a), falls severely short of defending against the claims of an implied-in-fact  
28

1 agreement (“true contract”) and written agreement (“true contract”). In fact, the law does not  
2 intend for 17 U.S.C. § 204(a) to defend against implied-in-fact agreements and written  
3 agreements at all.

4  
5 Additionally, Prince Rogers Nelson never mounted a defense against Mr. Dixon, and Prince  
6 has never authorized any defense against Mr. Dixon’s claims to be purported by anyone; and  
7 therefore there are no person(s) or entities afforded the legal right to mount a contention on  
8 Prince’s behalf today. That is unlawful.

9  
10 In fact, Bremer Trust have argued that even if it was true, that Mr. Dixon and Prince entered  
11 into the contract, there is no legally recognizable claim that Mr. Dixon could receive ownership  
12 of the copyrights. However, Bremer Trust does not own Prince’s copyrights. Bremer Trust was  
13 not in any authoritative position to prevent Prince from pledging intellectual properties in 1994-  
14 1995. Therefore, Bremer Trust cannot prevent Prince from transferring or obligating the  
15 copyrights. Bremer Trust was not involved in the situation at all.

16  
17 It is already established and recognized in Minnesota Law Section 524.1-104 and Minnesota  
18 Law Section 524.2-105 (ii), that the money owed by Prince to Mr. Dixon, and the property that  
19 produces the income cannot be separated; and that whichever is the higher amount must include  
20 the lesser. This is regardless of who ultimately holds an official ownership title to the property  
21 (intellectual property and otherwise) in contrast to Bremer Trust citing of 17 U.S.C. § 204 (a).  
22 However, Mr. Dixon’s ownership claims of intellectual property have not faced a legally  
23 recognizable opposition by Bremer Trust. In fact, Bremer Trust is barred from such defenses.

24  
25 Therefore, Bremer Trust have not mounted a single legally recognizable contention to the  
26 debt owed Mr. Dixon, or Mr. Dixon’s legal right to the property that produces the income thereof  
27  
28

1 (intellectual property or otherwise). The contentions raised by Bremer Trust are not recognizable  
2 defenses in the State of Minnesota or any other state against Mr. Dixon's claims.

3 In regard to Minnesota 524.2-701 which states; "In the absence of finding a contrary  
4 intention, the rules of construction in this part control the construction of a governing instrument.  
5 The rules of construction in this part apply to a governing instrument of any type, except as the  
6 application of a particular section is limited by its terms to a specific type or types of provisions  
7 or governing instrument." (1975 c 347 s 22) (1994 c 472 s 57). Mr. Dixon has submitted the  
8 written contract terms (governing instrument), and Bremer Trust is barred from challenging the  
9 contents thereof. In fact, Minnesota 524.2-701 is a code that is afforded parties to the contract  
10 only as it relates to this matter. Bremer Trust was not and is not a party to the contract.  
11

12  
13 *XI. PRINCE BRAND – INTELLECTUAL PROPERTIES – NAME & LIKENESS*

14 Mr. Dixon asserts that he and decedent Prince Rogers Nelson entered into an implied-in-  
15 fact agreement ("true contract") and written agreement ("true contract"). Although Bremer Trust  
16 have filed a Motion to Dismiss the Claims of Rodney H. Dixon and also mailed to Mr. Dixon a  
17 Notice of Disallowance of the Claims, Bremer Trust have failed to purport a single defense  
18 against Mr. Dixon's assertion of a true contract with decedent Prince Rogers Nelson and are  
19 barred from doing so.  
20

21 Therefore, Mr. Dixon is attempting to make it perfectly clear that the written record  
22 clearly shows that Bremer Trust have not filed any legally recognized oppositions to Mr. Dixon's  
23 Claims, and have not filed any legally recognized oppositions to Mr. Dixon's Petition for  
24 Allowance of Claims and Motion for Summary Judgment.  
25

26 Therefore, in light of the fact that Bremer Trust has not filed any legally recognizable  
27 opposition to Mr. Dixon's Petition for Allowance of Claims and Motion for Summary Judgment,  
28

1 and the fact that Bremer Trust has not filed any legally recognizable defenses against Mr.  
2 Dixon's claims of a true contract, and the fact the Court has Ordered this matter be determined  
3 by the written record submitted in totality not later than August 5, 2016, it is made clear that  
4 upon the determination by the Court that Bremer Trust Motion to Dismiss is DENIED; the Court  
5 must "ALLOW" Mr. Dixon's Claims against the Estate of Prince Rogers Nelson and "GRANT"  
6 Mr. Dixon's Motion for Summary Judgment.  
7

8 It is important to again note Minnesota Law Section 524.1-104 – Severability - specifies  
9 that the property that produces the incomes cannot be separated from the amount due when the  
10 amount due is greater than the current ability to pay. Therefore, Mr. Dixon is entitled to all assets  
11 including but not limited to (stocks, bonds, retirement accounts, cash, real estate, etc.); in  
12 addition to the "Prince Brand" including but not limited to the intellectual properties, and also  
13 Prince's name, likeness, trademarks, etc.  
14

15 *XII. FROM THE WRITTEN RECORD*  
16

17 A. On April 27, 2016, Rodney Herachio Dixon filed a claim against the Estate of Prince  
18 Rogers Nelson for the amount of \$1 Billion and Complete Ownership of all  
19 Intellectual Properties, etc.  
20

21 B. On April 29, 2016, Bremer Trust filed a motion to dismiss the claims asserted by  
22 Rodney Herachio Dixon for failure to state a claim which relief may be granted.  
23

24 C. Since that time Mr. Dixon has filed additional memoranda in support of his claims  
25 including but not limited to a Fourth Declaration filed on or about June 27, 2016, Mr.  
26 Dixon also filed a Petition for Allowance and Petitioner Motion for Summary  
27 Judgment as "Additional Memoranda."  
28

1 D. On June 29, 2016, Judge Kevin Eide filed a Court Order giving Mr. Dixon and  
2 Bremer Trust until August 5, 2016 to submit additional factual record and legal  
3 argument. The decision in this matter will be determined by the written record only  
4 unless either side requests Oral Argument not later than August 5, 2016.

5  
6 E. Mr. Dixon has filed a Memorandum in Support of His Petition for Allowance &  
7 Motion for Summary Judgment in Response to a Court Order; and Against a Motion  
8 to Dismiss and Notice of Disallowance Filed by Bremer Trust.

9  
10 *XIII. LEGAL ARGUMENT SUMMARY*

11 Mr. Dixon believes and herein asserts that Bremer Trust Motion to Dismiss should be  
12 DENIED; and the claims of Mr. Dixon should be ALLOWED, and Mr. Dixon's Motion for  
13 Summary Judgment should be GRANTED.

14 Mr. Dixon has filed a Petition for Allowance of Claims and Motion for Summary  
15 Judgment in accordance with Minnesota Law Section 524.3-806(b) in addition to Rule 56.

16  
17 Rule 56 – For Claimant – “A party seeking to recover upon a claim, counterclaim, or  
18 cross-claim or to obtain a declaratory judgment may, at any time after the expiration of 20 days  
19 from the service of the summons, or after service of a motion for summary judgment by the  
20 adverse party, move with or without supporting affidavits for a summary judgment in the party's  
21 favor upon all or part thereof.

22  
23 Rodney H. Dixon has petitioned the court for Allowance of Claims and Motion for  
24 Summary Judgment against the Estate of Prince Rogers Nelson for the amount of \$1 Billion  
25 Dollars with sole and exclusive rights to all intellectual properties, and all other assets held by  
26 Prince Rogers Nelson at his time of death; in addition to all other assets to be determined.  
27  
28

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

9  
10 Notwithstanding, “If, on motion pursuant to this rule, judgment is not rendered upon the  
11 whole case or for all the relief asked and a trial is necessary, the court at the hearing on the  
12 motion, by examining the pleadings and the evidence before it and by interrogating counsel,  
13 shall, if practicable, ascertain what material facts exist without substantial controversy and what  
14 material facts are actually and in good faith controverted. It shall thereupon make an order  
15 specifying the facts that appear without substantial controversy, including the extent to which the  
16 amount of damages or other relief is not in controversy, and directing such further proceedings in  
17 the action as are just. Upon the trial of the action the facts so specified shall be deemed  
18 established, and the trial shall be conducted accordingly (Minnesota Court Rules of Civil  
19 Procedure 56.04 – Case Not Fully Adjudicated on Motion).  
20  
21

22 For the record, here is a list of legal codes and case laws in support of Mr. Dixon’s contract  
23 claims that have gone unopposed by Bremer Trust as follows:

- 24 a. Minnesota Statute Sections 524.7
- 25 b. Minnesota Statute Sections 524.8
- 26 c. Minnesota Statute Sections 524.32
- 27 d. Minnesota Statute Sections 524.39
- 28 e. Minnesota Statute Sections 524.40

- 1 f. Minnesota Statute Sections 524.3-804
- 2 g. Minnesota Statute Sections 524.3-806
- 3 h. Minnesota Statute Sections 524.3-807
- 4 i. Minnesota Statute Sections 524.2-502
- 5 j. Minnesota Statute Sections 524.2-506
- 6 k. Minnesota Statute Sections 524.2-513
- 7 l. Minnesota Statute Sections 524.5-411
- 8 m. Minnesota Statute Sections 524.1-104
- 9 n. Minnesota Law Section 524.2-105(ii)
- 10 o. Minnesota Law Rule 56
- 11 p. Minnesota Rule of Civil Procedure 12.02(e)
- 12 q. Minnesota Law Section 524.3-806(b)
- 13 r. Minnesota General Rules of Practice Rule 115.01
- 14 s. Minnesota General Rules of Practice Rule 115.02
- 15 t. Minnesota General Rules of Practice Rule 115.03(a)(b)(c)
- 16 u. Minn. R. Civ. P. 56.01
- 17 v. Minnesota Court Rules of Civil Procedure 56.04
- 18 w. Minnesota Rule of Civil Procedure 524.3-803
- 19 x. Minnesota Law Section 524.3-807(a)
- 20 y. Cal Civ. Code of Procedure Sections 3539
- 21 z. Cal Civ. Code of Procedure Sections 1619
- 22 aa. Cal Civ. Code of Procedure Sections 1620
- 23 bb. Cal Civ. Code of Procedure Sections 1621
- 24 cc. Cal Civ. Code of Procedure Sections 1622
- 25 dd. Cal Civ. Code of Procedure Sections 3509
- 26 ee. Cal Civ. Code of Procedure Sections 3519
- 27 ff. Cal Civ. Code of Procedure Sections 3521
- 28 gg. Cal Civ. Code of Procedure Sections 3522

- 1 hh. Cal Civ. Code of Procedure Sections 3528
- 2 ii. Cal Civ. Code of Procedure Sections 3529
- 3 jj. Cal Civ. Code of Procedure Sections 3531
- 4 kk. Cal Civ. Code of Procedure Sections 3541
- 5 ll. Cal Civ. Code of Procedure Sections 3545
- 6 mm. Cal Civ. Code of Procedure Sections 1213
- 7 nn. Cal Civ. Code of Procedure Sections 1215
- 8 oo. Cal Civ. Code of Procedure Sections 1217
  - 9 i. Desny v. Wilder in a 1956 Supreme Court of California
  - 10 ii. Kraft Power Corporation v. Merrill, 981 N.E.2d 671 (Mass. 2013)
  - 11 iii. Rush University Medical Center v. Sessions, 980 N.E.2d (Ill. 2012)
  - 12 iv. 1974 c 442 art 1 s 524.1-104
  - 13 v. Arden v. State Bar (1987) 43 Cal.3d 713, 239 Cal.Rptr. 68, 739 P.2d 1236.
  - 14 vi. Lister v. State Bar (1990) 51 Cal.3d 1117, 275 Cal.Rptr. 802, 800 P.2d
  - 15 1232
  - 16 vii. Christopher Saint German, Doctor & Student (James Moore, 45 College-
  - 17 Green 1792), 179.
  - 18 viii. (1975 c 347 s 22) (1994 c 472 s 57)
    - 19 1. Article 1, Section 10 of the Constitution of the United States
    - 20 2. Constitution of the State of Minnesota, Sections 10 &11
    - 21 3. Constitution of the State of California – Article 1 Section 9

22 VERIFICATION

23 I, Rodney Herachio Dixon, declare, I am the Petitioner in the above-entitled matter. I  
24 have read the foregoing Fourth Declaration of Rodney H. Dixon in response to Motion to  
25 Dismiss by Bremer Trust in Response to Petition for Allowance by Rodney H. Dixon; And  
26 Petitioner Motion for Summary Judgment, and I know the contents thereof.  
27  
28

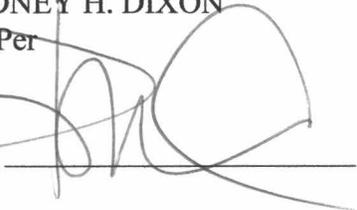
1 The same is true of my own knowledge, except as to those matters which are therein  
2 stated on information and belief, and, as to those matters, I believe it to be true.  
3

4  
5 Executed on July 30, 2016, at Riverside County, California.

6 I declare under penalty of perjury that the foregoing is true and correct.  
7

8 Dated: July 30, 2016

9  
10 RODNEY H. DIXON  
11 Pro Per

12 By: 

# EXHIBIT A

**Shirk, Yvonne** <Yvonne.Shirk@courts.state.mn.us>

To

Moerke, Katie 'RODNEY DIXON'

CC

Krishnan, Laura Peterson, Douglas Crosby, David Sanford, Lee Ann

Jun 17 at 9:12 AM

**Do you need any time for discovery? Do you want an actual hearing or would you all like to simply submit written arguments?**

*Yvonne Shirk*

Law Clerk to the Honorable Kevin W. Eide

Carver County Courthouse

604 East 4<sup>th</sup> Street

Chaska, MN 55318

952-361-1438

# EXHIBIT B

**Moerke, Katie** <katie.moerke@stinson.com>

To

'Shirk, Yvonne'

CC

Krishnan, Laura Peterson, Douglas Crosby, David Sanford, Lee Ann 'RODNEY DIXON'

Jun 17 at 10:07 AM

Dear Ms. Shirk:

Thank you. Discovery is not warranted because Bremer Trust's motion to dismiss is based on the failure to state a claim upon which relief may be granted.

Bremer Trust is fine either proceeding without a hearing or appearing for a hearing and will defer to the Court's preference and discretion as to whether to schedule a hearing.

Sincerely,

Katie

**Katherine A. Moerke** | Partner | Stinson Leonard Street LLP

150 South Fifth Street, Suite 2300 | Minneapolis, MN 55402

T: 612.335.1421 | M: 612.968.5928 | F: 612.335.1657

katie.moerke@stinson.com | [www.stinson.com](http://www.stinson.com)

Legal Administrative Assistant: Rhonda Pearson | 612.335.1722 | rhonda.pearson@stinson.com

Show original message

# EXHIBIT C

**SUMMONS  
(CITACION JUDICIAL)**

*REN TO COURT*

NOTICE TO DEFENDANT (Aviso a Acusado)

FOR COURT USE ONLY  
SOLO PARA USO DE LA CORTE

*PRINCE RIVERS*

FILED - Central District  
SAN BERNARDINO COUNTY CLERK

MAY 11 1995

**YOU ARE BEING SUED BY PLAINTIFF:  
(A Ud. le está demandando)**

BY *Q m e* DEPUTY

*RAMESES AMERICA MERCURY*

You have **30 CALENDAR DAYS** after this summons is served on you to file a typewritten response at this court.

A letter or phone call will not protect you. your typewritten response must be in proper legal form if you want the court to hear your case.

If you do not file your response on time, you may lose the case, and your wages, money and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

*Después de que le entreguen esta citación judicial usted tiene un plazo de 30 DIAS CALENDARIOS para presentar una respuesta escrita a máquina en esta corte.*

*Una carta o una llamada telefónica no le ofrecerá protección; su respuesta escrita a máquina tiene que cumplir con las formalidades legales apropiadas si usted quiere que la corte escuche su caso.*

*Si usted no presenta su respuesta a tiempo, puede perder el caso, y le pueden quitar su salario, su dinero y otras cosas de su propiedad sin aviso adicional por parte de la corte.*

*Existen otros requisitos legales. Puede que usted quiera llamar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de referencia de abogados o a una oficina de ayuda legal (vea el directorio telefónico).*

The name and address of the court is: (El nombre y dirección de la corte es)

CASE NUMBER (Número de Caso)  
**SCV 19875**

*SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO CENTRAL JUDICIAL DISTRICT  
351 N. ARROWHEAD AVE.  
SAN BERNARDINO, CA 92415*

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es)

*RAMESES AMERICA MERCURY  
3041 MOUNTAIN TOP DR.  
MIDLAND, CA 92415 (909) 862-9070*

*Filed Per Kaminsky  
De Facto Plaintiff in File*

DATE:  
(Fecha)

**MAR 24 1995**

Clerk, by  
(Actuario)

*[Signature]*

**STACY CALINE**

Deputy  
(Delegado)



NOTICE TO THE PERSON SERVED: You are served

1.  as an individual defendant.
  2.  as the person sued under the fictitious name of (specify):
  3.  on behalf of (specify):
- under:
- |  |   |
|--|---|
| <input type="checkbox"/> CCP 416.10 (corporation)                | <input type="checkbox"/> CCP 416.60 (minor)       |
| <input type="checkbox"/> CCP 416.20 (defunct corporation)        | <input type="checkbox"/> CCP 416.70 (conservatee) |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (individual)  |
| <input type="checkbox"/> other:                                  |   |
4.  by personal delivery on (date):

**PROOF OF SERVICE - SUMMONS**

*(Use separate proof of service for each person served)*

1. I served the

- a.  summons  complaint  amended summons  amended complaint
- completed and blank Case Questionnaires  Other (specify):

b. on defendant (name): PRINCE ROGERS NELSON

c. by serving  defendant  other (name and title or relationship to person served):

JERRY EDELSTEIN  
9251 Sunset Blvd.  
Los Angeles, CA 90069  
ATTORNEY FOR DEFENDANT

d.  by delivery  at home  at business

- (1) date:
- (2) time:
- (3) address:

e.  by mailing

- (1) date: MARCH 24, 1995
- (2) place: POMONA, CA 91767/POST OFFICE

2. Manner of service (check proper box):

- a.  Personal service. By personally delivering copies. (CCP 415.10)
- b.  Substituted service on corporation, unincorporated association (including partnership), or public entity. By leaving, during usual office hours, copies in the office of the person served with the person who apparently was in charge and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP 415.20(a))
- c.  Substituted service on natural person, minor, conservatee, or candidate. By leaving copies at the dwelling house, usual place of abode, or usual place of business of the person served in the presence of a competent member of the household or a person apparently in charge of the office or place of business, at least 18 years of age, who was informed of the general nature of the papers, and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP 415.20(b)) *(Attach separate declaration or affidavit stating acts relied on to establish reasonable diligence in first attempting personal service.)*
- d.  Mail and acknowledgment service. By mailing (by first-class mail or airmail, postage prepaid) copies to the person served, together with two copies of the form of notice and acknowledgment and a return envelope, postage prepaid, addressed to the sender. (CCP 415.30) *(Attach completed acknowledgment of receipt.)*
- e.  Certified or registered mail service. By mailing to an address outside California (by first-class mail, postage prepaid, requiring a return receipt) copies to the person served. (CCP 415.40) *(Attach signed return receipt or other evidence of actual delivery to the person served.)*
- f.  Other (specify code section):  
 additional page is attached.

3. The "Notice to the Person Served" (on the summons) was completed as follows (CCP 412.30, 415.10, and 474):

- a.  as an individual defendant.
- b.  as the person sued under the fictitious name of (specify):
- c.  on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  other:  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (individual)
- d.  by personal delivery on (date):

4. At the time of service I was at least 18 years of age and not a party to this action.

5. Fee for service: \$

6. Person serving:

- a.  California sheriff, marshal, or constable
- b.  Registered California process server
- c.  Employee or independent contractor of a registered California process server.
- d.  Not a registered California process server
- e.  Exempt from registration under Bus. & Prof. Code 22350(b)

f. Name, address and telephone number and, if applicable, county of registration and number:

JERRY D. SHEPARD  
2157 SERRA ST.  
POMONA, CA 91767  
714 624-3860

*(For California sheriff, marshal, or constable use only)*  
I certify that the foregoing is true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

Date: MARCH 24, 1995

Date

Jerry D. Shepard  
(SIGNATURE)

(SIGNATURE)

# EXHIBIT D

RAMESES AMERICA MERCURY

3041 MOUNTAIN TOP DR  
HIGHLAND, CA 92346  
(909)-862-9070

FILED - Central District  
San Bernardino County Clerk

JUN 02 1995

SUPERIOR COURT  
351 N. ARROWHEAD AVE  
SAN BERNARDINO, CA 92401

36100  
Branch: 30

By *J. Hussainy* Deputy

Plaintiff: REMESSES AMERICA MERCURY  
Defendant: NELSON, PRINCE ROGERS

Case No: SCV19675  
PROOF OF SERVICE

Hearing Date: 06/07/95 Time: 08:30 AM Dept/Div: 11 Room:

1. At the time of service, I was at least 18 years of age and not a party to this action, and SERVED COPIES OF THE: REQUEST FOR ENTRY DEFAULT

2. A. Party Served:  
JERRY EDELSTEIN ESQ.

B. BY DELIVERING TO:  
JERRY EDELSTEIN (AUTHORIZED AGENT)

C. Address:  
9255 SUNSET BLVD #800  
LOS ANGELES, CA 90069

3. I served the party named in item 2  
A. By personally delivering the copies:  
(1) On: 05/23/95 (2) At: 10:10 AM

5. Person Serving: E285005  
Deputy WILLIAM SUMNER  
Sheriff's Office  
9355 BURTON WAY  
BEVERLY HILLS, CA 90210  
(310)-288-1281

4. Fee for Service: \$ 25.00

7. I am a California Sheriff. I certify that the foregoing is true & correct.

SHERMAN BLOCK, Sheriff

Date: 05/30/95

Br.: 30 30

By: \_\_\_\_\_

R. HUSSAINY, Deputy

JUD. COUN. FORM, RULE 982(A)(23).

RECEIVED  
JUN 02 1995  
Superior Court  
Central District  
San Bernardino County