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CARVER COUNTY COURTS

Rodney H. Dixon

November 9, 2017

The Honorable Kevin Eide
Judge of the District Court
Carver County Justice Center
604 East 4th Street
Chaska, MN 55318

Re: In re the Estate of Prince Rogers Nelson
Court File NO. 10-PR-16-46

Dear Judge Eide:

I write in response to a ruling made by the honorable Otis D. Wright II of the Central District of California | United States District Court as follows:

“Plaintiff, or any person acting on his behalf, must first obtain written authorization from a magistrate judge before initiating a new action against Comerica Bank and Trust, N.A. as Personal Representative for the Estate of Prince Rogers Nelson; NPG Music Publishing, LLC; NPG Records, Inc.; or any other entity controlled by the Personal Representative that is related to (1) a contract, of any type, to which Prince was a party, or (2) any of the 965 songs included in the April 4, 2014 transfer of rights (the “Exclusive Songwriter Agreement”). Plaintiff will be allowed to file a complaint if a magistrate judge finds that the proposed complaint is not frivolous and not duplicative of any claim Plaintiff has already filed in state or federal court. If the magistrate judge allows the filing but determines, based on the pleadings and any evidence provided by the parties, that there is no reasonable probability Plaintiff will prevail in the litigation, the magistrate may order Plaintiff to first post security in an appropriate amount to be determined by the magistrate.”

Additionally, the honorable Otis D. Wright II states the following in his ‘Order on Motion to Dismiss Case’ as follows:

“Plaintiff alleges that he initially gave Prince a license to his works “for three (3) years beginning in the year 1982” in exchange for one million dollars at a later date. (Id. ¶ 33.) He then extended that license for nine years in exchange for one billion dollars payable in 1994. (Id.) In 1995, Plaintiff claims that he extended the license for the remainder of Prince’s life, receiving one dollar as consideration for the extension from Prince’s lawyer Jerry Edelstein. (Id.) The license terminated upon Prince’s death on April 21, 2016. (Id.)”

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The honorable Otis D. Wright II continues:

“Specifically, the court found that there were no allegations to corroborate the existence of such a licensing agreement or to suggest that there had been adequate consideration for the agreement.”

Lastly, the honorable Otis D. Smith II states the following:

“Plaintiff’s Minnesota petition does not appear to have contained the allegation about receiving consideration from Jerry Edelstein that the present pleadings now contain. Therefore, the Minnesota court was correct in stating that the agreement or agreements (depending on how one views them) were not supported by adequate consideration. (See Tavernier Decl. Ex. D at 251.)”

Therefore, the ruling by the honorable Otis D. Smith II, and apparently the Minnesota Probate Court, is not-based on the consideration received by Mr. Dixon. Although, the Estate Representatives (Comerica Bank) sought a very broad ruling regarding Vexatious Litigation thereof, the honorable Otis D. Wright II declined to do so.

Therefore, there is remaining the fact that Mr. Dixon received consideration, for a lifetime agreement that Mr. Dixon cancelled on April 21, 2016, therefore, not continuing through to NPG Music Publishing, LLC. Notwithstanding, the argument made by the Estate Representatives (Comerica Bank) in the Central District Court regarding Mr. Dixon’s agreement with Prince Rogers Nelson is as follows:

“Moreover, taking Mr. Dixon’s allegations as true, the implied license expired and was terminated upon Prince’s death. (FAC ¶ 3.) Defendants’ supposedly damaging actions “engaging licensors” occurred after the license expired. (Id. ¶ 77.) “

The Estate Representatives (Comerica Bank) argued further: “Moreover, based on Mr. Dixon’s own assertions, the alleged contract at issue terminated on Prince’s death. Defendants cannot breach a contract that is no longer operative.”

Therefore, this letter is written to Judge Eide also as a reminder of a memorandum filed by Mr. Dixon, on or about September 21, 2016 in the Minnesota Probate Court. Mr. Dixon filed the memorandum claiming \$1 consideration, with payment of \$1 million due, if Mr. Dixon cancelled the contract with Prince Rogers Nelson. This claim was filed before the claim filing deadline.



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Mr. Dixon and the Estate Representatives (Comerica Bank) have been in contact with each other after the ruling of the honorable Otis D. Smith II, regarding payment due in the amount of \$1 million for the cancelled contract. The Estate Representatives (Comerica Bank) have refused payment thereof, stating the ruling by the honorable Otis D. Smith resolves the issue until a magistrate judge authorizes Mr. Dixon's claim in writing.

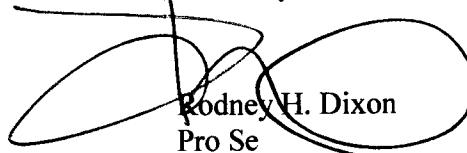
Therefore, this letter is being sent to the honorable Kevin Eide, in accordance with the order and ruling of the honorable Otis D. Smith II, and the arguments and communications between Mr. Dixon and the Estate Representatives (Comerica Bank) therein.

Specifically, the honorable Otis D. Smith agreed with the Minnesota Probate Court and the Minnesota Appellate Court, that the honorable Kevin Eide rendered a correct decision based on no evidence of consideration prior to September 16, 2016.

However, because the evidence of consideration was presented on or about September 21, 2016, with the claim of \$1 million payable upon the cancelled agreement between Mr. Dixon and Mr. Nelson, the claim would not be time-barred relating to the Minnesota Probate Court claims deadline.

Therefore, Mr. Dixon is requesting from the honorable Kevin Eide, written authorization, for the allowance of his claim for payment in the amount of \$1 million, based on evidence of one-dollar consideration, for his cancelled agreement with Prince Rogers Nelson, upon death April 21, 2016, in accordance with the ruling of the honorable Otis D. Smith II.

Sincerely,


Rodney H. Dixon
Pro Se

Cc: (Via Email)

Joseph Cassioppi