

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 **FILED**  
9 JUN 13 2016  
10 CARVER COUNTY COURTS

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)

**THIRD DECLARATION IN SUPPORT OF  
PETITION FOR ALLOWANCE OF CLAIMS  
OF RODNEY H. DIXON  
MOTION FOR BREMER TRUST TO SHOW  
CAUSE FOR ITS PURPORTED DEFENSES**

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THIRD DECLARATION IN SUPPORT OF PETITION FOR  
ALLOWANCE OF CLAIMS OF RODNEY H. DIXON  
AND MOTION FOR BREMER TRUST TO SHOW CAUSE FOR PUPORTED DEFENSES

This Third Declaration of Rodney H. Dixon is in support of a Petition for Allowance of Claims of Rodney H. Dixon and Motion for Bremer Trust to Show Cause for Purported Defenses in the Carver County District Court in regard to the claims for the ownership of intellectual properties alleged to be owned by Prince Rogers Nelson at his time of death, and the amount of \$1 billion as a result of an implied-in-fact-agreement. This Third Declaration is included in conjunction with the Rodney H. Dixon's First Declaration filed on or about April 27, 2016 and the Second Declaration filed on or about May 11, 2016 with attachments thereof in addition to attachment without limiting the foregoing to documents filed in a lawsuit against Prince Rogers Nelson in the State of California.

Rodney H. Dixon has claimed ownership of the intellectual properties of Prince Rogers Nelson and \$1 billion based on an Agreement made between Prince Rogers Nelson and Rodney Herachio Dixon that has been described in great detail in previous declarations and with additional points in this declaration based in laws and facts as stated in all said Declarations.

Although all said claims have been asserted in concert with the laws of the State of California, the State of Minnesota, and the laws of the United States of America, Bremer Trust acting as Special Administrator have filed a Notice of Disallowance on or about June 2, 2016, against all said claims of Rodney Herachio Dixon under the following defenses: "Your claim which asserts, among other things, ownership of all intellectual properties of decedent and a debt

1 in the amount of \$1,000,000,000.00, presented on April 27, 2016, is disallowed in its entirety  
2 because the claim has no basis in law or fact.”

3  
4 Rodney H. Dixon thereby asserts that all said claims have been presented to the Carver  
5 County District Court in accordance with multiple laws and facts in the manner prescribed by  
6 law as valid and legal claims. Notwithstanding, it appears that Bremer Trust has failed to defend  
7 against said claims in the manner prescribed by law. In particular, Bremer Trust have failed to  
8 assert a plausible contrasting theory to claims asserted by Rodney H. Dixon as mandated by law.  
9  
10 Bremer Trust simply stating “disallowed in its entirety because the claim has no basis in law or  
11 fact” are not defenses acceptable against the claims made by Rodney H. Dixon under the law.”  
12 These defenses fail on their face as are Moot in regard to laws and facts.

13 In fact, Mr. Dixon previously described the legal defensive positioning that Bremer Trust or  
14 any other contentious argument must follow in his second declaration under the law. In  
15 particular, Bremer Trust or any other contentious argument against the claims of Rodney H.  
16 Dixon for an implied-in-fact-agreement with Prince Rogers Nelson must show proof with  
17 evidence that supports a contention that Prince Rogers Nelson did not agree to the agreement  
18 asserted by Rodney H. Dixon. Bremer Trust simply naysaying isn't a legal defensive remedy  
19 under the law that any court of competent jurisdiction can recognize.  
20

21  
22 Therefore, Rodney H. Dixon moves the court to order Bremer Trust to ‘Show Cause’ as to its  
23 defensive posture against an implied-in-fact-agreement, by presenting evidence that Prince  
24 Rogers Nelson did not agree to abide by the claims made by Rodney H. Dixon. Bremer Trust has  
25 failed this test and therefore its Notice of Disallowance can actually be construed as acting in  
26 Bad Faith. The definition of Bad Faith is as follows: “the intentional or malicious refusal to  
27 perform some duty or contractual obligation.”  
28

1 Rodney H. Dixon believes and herein alleges that Bremer Trust acting as Special  
2 Administrator owes a fiduciary duty to decedent Prince Rogers Nelson, and as such must due its  
3 due-diligence to discover the truth surrounding his affairs, including but not limited to the affairs  
4 of Rodney H. Dixon.  
5

6 Rodney H. Dixon hereby declares that he has reached out to Bremer Trust to discuss this  
7 issue and has only received said Notice of Disallowance of Claim. Bremer Trust has not spoken  
8 with Rodney H. Dixon to discuss this matter and Rodney H. Dixon hereby asserts that Prince  
9 Rogers Nelson has never articulated to him at any time that any business, corporation, or  
10 attorney would ever head his Estate. In fact, Rodney H. Dixon hereby declares that Prince  
11 Rogers Nelson has always stated the contrary.  
12

13 Notwithstanding, listed below are statutes and codes of law that support the claims asserted  
14 by Rodney H. Dixon without limiting the previously declared statutes and codes described in the  
15 First and Second Declarations in addition to the cases in the State of California.  
16

17 *I. STATUTES AND CODES*

18 Claims – Minnesota Law - In accordance with the laws of the State of Minnesota under  
19 Section 524.8, claims include liabilities of the decedent whether arising in contract or otherwise  
20 and liabilities of the estate which arise after the death of the decedent including funeral expense  
21 and expenses of administration. *(It is thereby asserted by Rodney H. Dixon that his claims are*  
22 *supported by at least Section 524.8 arising in contract, in particular, implied-in-fact).*  
23

24 Claims - Minnesota Law – Section 524.7, includes all of the property of the decedent, trust,  
25 or other person whose affairs are subject to this chapter, as originally constituted, and as it exists  
26 from time to time during administration. *(It is thereby asserted by Rodney H. Dixon that his*  
27 *claims are supported by at least Section 524.7 relating to decedent intellectual property).*  
28

1 Interested Person— Minnesota Law – Section 524.32, including heirs, devisees, children,  
2 spouses, creditors, beneficiaries and any others having a property right in or claim against the  
3 estate of a decedent, ward or protected person which may be affected by the proceeding. It also  
4 includes persons having priority for appointment as personal representative, and other fiduciaries  
5 representing interested persons. *(It is hereby asserted by Rodney H. Dixon that his claims are*  
6 *supported by at least Section 524.32, in particular, Rodney H. Dixon has a claim against the*  
7 *estate of the decedent).*

9 Personal Representative – Minnesota Law – Section 524.39, personal representative includes  
10 special administrator. *(It is hereby asserted by Rodney H. Dixon that Bremer Trust is acting as*  
11 *special administrator under Minnesota Law and as a result Rodney H. Dixon is perplexed why*  
12 *the laws and facts support the position of Bremer Trust but negate the position of Rodney H.*  
13 *Dixon? In particular, Bremer Trust has been inserted into this case as Special Administrator*  
14 *supported by laws and Rodney H. Dixon has been inserted into this case as*  
15 *Demandant/Petitioner (Interested Person) supported by laws. The law does not recognize*  
16 *Bremer Trust without recognizing Rodney H. Dixon).*

17  
18  
19 Petition – Minnesota Law – Section 524.40, means a written request to the court for an order  
20 after notice. *(It is hereby asserted by Rodney H. Dixon that his claims are supported by at least*  
21 *Section 524.40, in particular, he has filed a Demand for Notice and other Petitions under the law*  
22 *that have been granted and is now filing a Petition for Allowance of Claims).*

23  
24 Notwithstanding, Rodney H. Dixon hereby declares with the support of multiple other laws  
25 and facts as follows:  
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27  
28

1           2.   *INTRODUCTION*

2           In accordance with the laws of the State of Minnesota under Section 524.8, Rodney  
3 Herachio Dixon is a claimant against the Estate of Prince Rogers Nelson, et al. and includes  
4 property of Prince Rogers Nelson in accordance with Section 524.7.  
5

6           In accordance with the laws of the State of Minnesota under Section 524.32, Rodney  
7 Herachio Dixon is an interested person in the Probate proceedings.

8           In accordance with the laws in at least the State of Minnesota, State of California, and the  
9 Laws of the United States of America, Rodney Herachio Dixon has claimed that decedent Prince  
10 Rogers Nelson entered into an Agreement for \$1 billion, and Rodney Herachio Dixon further  
11 claims that Prince Rogers Nelson submitted the rights of intellectual property ownership to  
12 Rodney Herachio Dixon in the year 1995 all under an implied-in-fact agreement.  
13

14           In accordance with the laws of at least the State of Minnesota, State of California, and the  
15 Laws of the United States of America, Rodney Herachio Dixon has claimed that decedent Prince  
16 Rogers Nelson entered into this Agreement prior to the lawsuit filed in 1994 via a Verbal and  
17 Implied-In-Fact Agreement and consummated the Implied-In-Fact-Agreement in the year 1995  
18 after the lawsuit was filed.  
19

20           In accordance with the laws of at least the State of Minnesota, State of California, and the  
21 Laws of the United States of America, the claims of Rodney Herachio Dixon center on \$1  
22 Billion owed by decedent Prince Rogers Nelson, and Rodney Herachio Dixon's claim of sole  
23 and exclusive ownership of all intellectual properties alleged to be owned and controlled by the  
24 decedent Prince Rogers Nelson at time of death.  
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1 Therefore, in accordance with at least the State of Minnesota, State of California, and the  
2 Laws of the United States of America, the claims of Rodney Herachio Dixon center of the  
3 assertion of an implied-in-fact agreement.  
4

5 Rodney Herachio Dixon is wondering if Bremer Trust is arguing that an implied-in-fact  
6 agreement between Rodney Herachio Dixon and Prince Rogers Nelson did not take place in its  
7 Notice of Disallowance of Claim dated June 2, 2016 based on its assertion, "because the claim  
8 has no basis in law or fact?" Therefore, Rodney Herachio Dixon respectfully moves the court to  
9 order Bremer Trust to Show Cause as to its purported defenses.  
10

11 Although the laws claimed by Rodney Herachio Dixon mandates specific acts regarding a  
12 legal contention that must go beyond skepticism, doubt, marginalizing and the like, Bremer Trust  
13 has so far failed on all of these legal requirements. Being that legal issue is not based on criminal  
14 law requirements (beyond a reasonable doubt); and that fact that this is a civil issue in probate  
15 for a claim due (preponderance of the evidence), it is evidence or the lack thereof that must be  
16 considered for a judicial conclusion. Therefore, Bremer Trust needs to come up with some  
17 evidence to support its contentions in the manners prescribed by law.  
18

19 **3. BACKGROUND OF RODNEY HERACHIO DIXON & PRINCE ROGERS NELSON**  
20

21 In 1982, Rodney Herachio Dixon entered into a verbal agreement with Prince Rogers  
22 Nelson for the amount of \$1 million in 3 years or \$1 billion in 12 years. Prince was on the  
23 "Controversy Tour" and Rodney Herachio Dixon was a guest of Roger Troutman of Zapp and  
24 was introduced to Roger Troutman by a Warner Brothers executive; and at 6'4 Mr. Dixon was  
25 the biggest person backstage. Rodney Herachio Dixon met Prince at said event.  
26  
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1 Rodney Herachio Dixon was asked to assist Prince Rogers Nelson to his tour bus and Mr.  
2 Dixon complied. After getting Prince to safety while on the bus Rodney was asked by Prince if  
3 he produced music. Rodney was currently a college student playing basketball. Mr. Dixon told  
4 Prince he would help him and Prince asked Mr. Dixon, if he made music? Mr. Dixon told Prince  
5 "yes" and Prince told Mr. Dixon to get him a demo tape. Prince told Mr. Dixon "because you  
6 helped me I will help you." Mr. Dixon told Prince he was a student in college playing basketball  
7 and Prince told Mr. Dixon he could pay him much more than basketball could. Mr. Dixon asked  
8 Prince how much and Prince told him he would be a millionaire in 3 years. Mr. Dixon asked  
9 Prince, "what if you can't do that?" Prince told Mr. Dixon that if he failed to make him a  
10 millionaire in 3 years he would make him a billionaire in 12 years. Mr. Dixon asked Prince, how  
11 could he be so sure? Prince told Mr. Dixon that he could do whatever he wanted to do.  
12  
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14 This conversation continued over the phone and in person throughout the years. It continued  
15 in Los Angeles and in Minneapolis. Through the years Mr. Dixon and Prince developed a code.  
16 For example, when Mr. Dixon would call Paisley Park he would go by the name of "Monroe  
17 Holloway." Notwithstanding, the term "Messiah" came up as a metaphor when relating to the  
18 power that Prince had to perform his promise to Mr. Dixon.  
19

20 It is hereby clearly understood that neither Prince nor Mr. Dixon thought they were Jesus.  
21 The term Messiah was used to describe people that could do incredible things. For example, the  
22 legendary basketball phenomenon Earl Monroe was called "Black Jesus." Nobody thought he  
23 was Jesus Christ. Similarly, the term Messiah would come to mean something specific relating to  
24 ancient Egyptian art from a position such as Pharaoh.  
25

26 The term was originally related by Prince and Mr. Dixon to each other as "the ability to do  
27 whatever you wanted" and "follow the leader." It was only something Prince and Mr. Dixon  
28



1 used with each other without trying to replace Jesus Christ as The Messiah. This needs to be  
2 made perfectly clear!

3 Mr. Dixon left school and got a band together and started recording music. Mr. Dixon created  
4 a demo tape and gave it to Prince. Mr. Dixon would visit Prince at the recording studio "Sunset  
5 Sounds" in Hollywood, CA.  
6

7 Mr. Dixon became closely acquainted with various members of the Prince Organization. He  
8 was in conversations on a consistent basis with members of Prince's band and Prince's  
9 management. Mr. Dixon would tell his friends to watch the whole radio dial change after he gave  
10 Prince a new song. Mr. Dixon would create a new song and give it to Prince and versions of  
11 those songs with Mr. Dixon's distinct style would be on Prince's next album and the radio would  
12 change! Mr. Dixon's friends and family used to ask him, "When are you getting paid?" Mr.  
13 Dixon would tell them he is going to be a millionaire soon or a billionaire later if it takes more  
14 than 3 years to get paid.  
15  
16

17 In 1985, Mr. Dixon and Prince met at Sunset Sounds and Mr. Dixon told Prince to pay-up the  
18 million dollars because he was going to go in a different direction. Mr. Dixon was considering  
19 signing up with another record company and later employed a music manager Dina Andrews.  
20 Dina was also helping Jimmy Jam and Terry Lewis. Prince and Mr. Dixon had a huge argument  
21 and Prince told him to "wait" because the deal they made was based on love and would pay off  
22 big. Prince told Mr. Dixon he had the plan to take him higher than anyone could. Prince told Mr.  
23 Dixon he would be a billionaire because of him. Prince told Mr. Dixon that nobody else would  
24 be able to help him because Mr. Dixon's music was too far into the future.  
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1 Dina Andrews convinced Dick Griffey of Solar Records to give a thumbs up to signing Mr.  
2 Dixon but Mr. Dixon refused to sign with Solar Records. Dina Andrews was very upset and told  
3 Mr. Dixon so.

4  
5 Neal Portnow told Mr. Dixon he would be great writing songs for music groups like the  
6 Thompson Twins but Mr. Dixon refused to write any music for Arista Records.

7 Rodney Herachio Dixon was going by moniker "Merc" back then. At one point (Merc)  
8 became one of the most well-known unsigned artists in Hollywood but refused to sign a deal  
9 with anyone waiting for Prince to fulfil his agreement. Why would Mr. Dixon do this?  
10

11 In 1988, Rodney Herachio Dixon came to Minneapolis, Minnesota. Mr. Dixon was  
12 accompanied by Salman Suleiman Benzaid from Saudi Arabia. At this time Mr. Dixon was  
13 assisting Saudi Prince's in business development education and did some projects for family  
14 members such as H.H. Bandar Alkhorayef. Mr. Dixon was going by the name of Aeric  
15 Alexander Mercury at this time.  
16

17 (Aeric) and Salman went to Minneapolis via Denver, Colorado to meet up with Prince  
18 Abdulaziz before he became King.

19 Mr. Dixon met-up with members of the Prince organization Boni Boyer, Cat Glover, Sheila  
20 E. Ingrid Chavez, Tony LeMans and former members like Dez Dickerson just to name a few  
21 while on this trip to Minnesota. Mr. Dixon and Prince met-up at the Pacific Club in Minneapolis.  
22 Prince was sitting at a table with Steven Fargnoli, Gilbert Davison, Duane Nelson and some  
23 others. Mr. Dixon called over to him a girl he met (Annie Lobert – of the famous Prostitutes for  
24 Jesus) and Mr. Dixon told Annie to go over to Prince and tell him that Aeric was there.  
25

26 Annie and Mr. Dixon never had a romantic involvement whatsoever. In fact, Mr. Dixon was  
27 speaking to her about Jesus just like he was speaking to Prince and everyone else. However, the  
28

1 meeting between Prince and Mr. Dixon (Aeric) to meet at the Pacific Club was set-up by Boni  
2 Boyer, one of Prince's band members. Prince told everyone to leave his table and he walked over  
3 to Mr. Dixon (Aeric) and asked him "have you filed a case?" Mr. Dixon said to Prince "not yet."  
4 Prince told him, "File a case." He started talking about "thieves in the temple." Salman Sulaiman  
5 Benzaid was present during this exchange.  
6

7 Annie and some friends asked Mr. Dixon (Aeric), what's up with you and Prince?" This  
8 became the theme all over Minneapolis. That question became the billion dollar question from  
9 everyone. Cat Glover once told Aeric; "everyone is using you to get closer to Prince." That was  
10 interesting because these people were working with him every day.  
11

12 Salman and Mr. Dixon stayed in Minneapolis for some time. On or about June 7, 1988, at  
13 Prince's 30<sup>th</sup> birthday party. Boni, Sheila E., Levi and Mr. Dixon went to go audition bands to  
14 hire them to perform at Prince's 30<sup>th</sup> birthday party. Everyone wanted to go home after meeting  
15 with several groups, none which were very good, and Mr. Dixon convinced everyone to go and  
16 listen to one more group. Mr. Dixon told Boni "we need to see every group because the goal is to  
17 save Prince." Mr. Dixon was on a personal mission to help Prince develop a personal  
18 relationship with Jesus.  
19

20 This actually became the main focus of the relationship between Prince and Mr. Dixon  
21 besides entertainment, and Prince would get mad at Mr. Dixon for always bringing it up. Boni  
22 convinced Sheila and Levi to turn around. The last group they saw that night was the "Sounds of  
23 Blackness." They were waiting for them in a church and they were fantastic. The leader Gary  
24 Hines thanked everyone for showing up. Had Mr. Dixon not remained steadfast Sounds of  
25 Blackness would have waited there for nothing. Later on Mr. Dixon produced a song with one of  
26 the singers of Sounds of Blackness 'Wendy Ingram' before Prince used the group on the Batman  
27  
28

1 Soundtrack and before Jimmy Jam and Terry Lewis produced them. Wendy would later be in  
2 some of Prince's videos.

3 Notwithstanding, Sounds of Blackness performed at Prince's 30<sup>th</sup> birthday party and it was  
4 amazing. Mr. Dixon entered the party with Sheila E. on his arm and handed her off to Prince.  
5 Nobody knew about the "potential case" that Mr. Dixon might file except for Prince. Boni Boyer  
6 introduced Prince's mother to Mr. Dixon and she hugged him for minutes and would not let him  
7 go. Mr. Dixon had no idea why his mother did that? Everyone Mr. Dixon talked to that night  
8 Prince would follow behind him and talk to them.  
9

10 Mr. Dixon saw Prince's sister (Tyka Nelson) sitting over at a table all alone. Mr. Dixon went  
11 over to Tyka and asked her to dance. She turned from a sad look to a happy one. Mr. Dixon and  
12 Tyka danced for 60 minutes straight. After the two of them finished dancing Prince came over to  
13 Tyka and told her "Merc is going to take over everything." Prince said this right in the middle of  
14 the dance floor.  
15

16 There was a huge birthday card on the wall for Prince and Mr. Dixon told everyone at the  
17 party "do not write in the circle of the P." Mr. Dixon and Boni Boyer went over to the giant  
18 birthday card and Mr. Dixon wrote "I wish you heaven" in the P. The song is from Prince's CD  
19 "Lovesexy."  
20

21 Whenever Mr. Dixon was in Minnesota Prince followed him most everywhere he went. Even  
22 when Mr. Dixon and Salman would get ready to leave Minneapolis and drive to the airport in a  
23 limousine Gilbert Davison and Prince would pull up behind them in his black BMW 633. Right  
24 in front of the parking area where it is loading and unloading only. It was then the "leader"  
25 shifted from Prince to Mr. Dixon and Mr. Dixon started telling Prince "now I am the Messiah."  
26 Again, we are not talking about trying to replace Jesus Christ.  
27  
28

1 You see when Mr. Dixon first gave Prince the first demo tape in 1983, Mr. Dixon told Prince  
2 that his soul was more important than fame and fortune. Mr. Dixon encouraged Prince to change  
3 his music and leave all the sexual stuff behind. Prince would then go into concerts and he would  
4 act as if he was talking to God and tell God that the world wanted him to be bad. Nobody really  
5 understood what Prince was doing but he was really talking to God.  
6

7 But as far as Mr. Dixon was concerned Prince appreciated Mr. Dixon's faith and resolve  
8 because he wasn't singing about all the sex stuff no matter what the price of payment. How much  
9 is a soul worth?  
10

11 Once Mr. Dixon walked down the left center aisle at Prince Lovesexy' Concert at the Forum  
12 in Inglewood, California. Prince stopped the entire concert and brought Boni and Cat over to  
13 where Mr. Dixon was standing. Prince stopped playing his song and made the entire place sing  
14 "Love is God, God is love" in acapella. Everybody sang it and Prince looked straight at Mr.  
15 Dixon and smiled. After the show Mr. Dixon was going backstage VIP and he saw Kadeem  
16 Hardison trying to get backstage but couldn't. Mr. Dixon got Kadeem and brought him  
17 backstage.  
18

19 Back to Minnesota in 1988-1990, Mr. Dixon would sometimes room with Boni Boyer at the  
20 Residence Inn in Chanhassen, MN. Prince gave everyone a vacation just before the Lovesexy  
21 Tour. He told everyone to take everything out of the rooms so that he did not have to pay for  
22 them while they were away. He told Boni to tell Mr. Dixon he did not have to go. The room Mr.  
23 Dixon was in was the only room Prince paid for during that vacation.  
24

25 Mr. Dixon still did not sue Prince in a court of law but instead attempted one last time to  
26 collect on the deal they made. Mr. Dixon started working on his song "Queen Hottie" in 1991  
27 and finished the CD "Merc the Master of Seven" in 1993. On or about March 29, 1993, Rodney  
28

1 Herachio Dixon, who at that time went by the name of Aeric Alexander Mercury, received notice  
2 from Warner Brothers Records that they chose to pass on the project "Merc." This project was  
3 for the CD 'Merc the Master of Seven' created by Aeric Alexander Mercury. This CD was about  
4 the world turning to the Solar Revolution in the near distant future.  
5

6 Mr. Dixon sent it to Warner Brothers and explained to them he just wanted to collect on his  
7 deal promised by Prince. Warner Brothers Records rejected the deal. Mr. Dixon reached out to  
8 Prince and complained about the rejection and Prince told Mr. Dixon "File a case against me  
9 that's the only way you are going to collect." He kept saying "It's just around the corner." Mr.  
10 Dixon told Prince to settle for a smaller amount and Prince said "no it's not big enough to set  
11 you up."  
12

13 In 1994, Mr. Dixon started working on the case he would later submit into the Superior Court  
14 of California. Mr. Dixon did this in a way that Prince would be able to understand and Warner  
15 Bros. Records would see the creative promise we were building together. It was an expression in  
16 art reminiscent of ancient Egypt that Prince thought was incredible. It was what Mr. Dixon called  
17 "Solar Art."  
18

19 The first thing Mr. Dixon did was file for an Adult Adoption Petition to be "a son" of God  
20 and Earth. The court ruled that the petition was "Beyond This Court's Jurisdiction; Appeal to a  
21 Higher Authority." This case was to illustrate a point that Rodney Herachio Dixon  
22 (Aeric/Rameses) was without an inheritance and was inserted to let Prince know how important  
23 the agreement was to the legacy of Mr. Dixon for his family. (LA Superior Court – County of  
24 Los Angeles – Case No. BT6128). **Exhibit A.**  
25

26 On or about May 23, 1994, Mr. Dixon sent a fax to Janet Jackson regarding the concept of  
27 Queen Hottie relating to the character of Rameses XII. The document clearly shows that it is  
28

1 from Royalty Records, Inc. and with a copyright of 1994. Additionally, the content is clearly  
2 entertainment in nature. This document was inserted into (LA Superior Court – County of Los  
3 Angeles – Case No. BC113137). **Exhibit B.**

4  
5 On or about August 29, 1994, Mr. Dixon filed a Fictitious Firm Name “The Game” as a  
6 “Contest” for Mail Order in Las Vegas, NV under the name of Aeric Alexander Mercury. The  
7 Game included 12 safe deposit boxes and “A Word from The Higher Authority.” The Game  
8 includes Rules and Information illustrated by Rameses XII and states “We believe The Game  
9 offers excitement for the adventurous spirit and for your gaming pleasures.” Further, The Game  
10 consists of these characters Rameses XII (Game Host and Creator of “The Game”), Nofretari II  
11 (Guest Hostess and holder of 24 keys to twelve security boxes that house and protect twelve  
12 answers); Nakht II and Imhotep II (Inspiration of Rameses XII and Nofretari II) and Bank of  
13 America (Protector of twelve answers). Notwithstanding, The Game also includes God’s  
14 Recovery System and the graduates are Earth and Star Gods. The Game illustrates that the Game  
15 Host is Rameses America Mercury, Pharaoh of the United States and Canada and it clearly states  
16 it is for Educational Purposes Only and is in concert with entertainment illustrated by Copyright  
17 in 1994, which was derived from an entertainment CD created in 1993, from a song created in  
18 1991. These documents were inserted into (LA Superior Court – County of Los Angeles – Case  
19 No. BC113137). **Exhibit C.**

20  
21  
22  
23 On or about September 23, 1994, The Game was setup and the case was now submitted  
24 against Prince Rogers Nelson and Warner Brothers Records, et al. On Line 6 it clearly states  
25 “On or about December 1982 or at all times mentioned herein, Plaintiff, Rameses America  
26 Mercury, has been the holder of a certain claim against Prince Rogers Nelson. This claim  
27 consists of music, promises, and beliefs, in particular, plaintiff, Rameses America Mercury,  
28

1 agreeing to a total free-agency music deal introduced by defendant Prince Rogers Nelson to  
 2 plaintiff, Rameses America Mercury, in exchange for favors and music, and that free-agency  
 3 deal would include three option years in which plaintiff would have the option to renew, and that  
 4 defendant, Prince Rogers Nelson, guaranteed that plaintiff would be a millionaire at the end of  
 5 the term(s), and that if he failed to fulfill said obligation defendant, Prince Rogers Nelson, would  
 6 pay Plaintiff, Rameses America Mercury, the sum \$1,000,000,000 in twelve years, and that  
 7 defendant, Prince Rogers Nelson, agreed in confidence stating he could make anyone a  
 8 millionaire because he was the Messiah, and that I was a fan and aspiring songwriter and  
 9 musician who believed he could perform all such claims, and would fulfill all such promises, and  
 10 waited for confirmation to see if he was indeed the Messiah, and that defendant would begin to  
 11 perform his obligation once he had received a demo tape from Plaintiff, Rameses America  
 12 Mercury.”

13  
 14  
 15 Rodney Herachio Dixon continues on Line 16, Page 3 to state “(Case No. BS28814 – Name  
 16 Change Declaration), plaintiff, Rameses America Mercury, became The Higher Authority, which  
 17 makes him the official Messiah, and that on July 13, 1994 at Superior Court, County of Los  
 18 Angeles (Case No. BS28814 – Name Change/Declaration), Plaintiff, Rameses America Mercury,  
 19 appointed defendant, Prince Rogers Nelson, as a very close associate of the Messiah, and that  
 20 defendant, Prince Rogers Nelson, owes to plaintiff, Rameses America Mercury, the sum of  
 21 \$1,000,000,000 without interest on and around and from and after December 14, 1982, all due on  
 22 December 14, 1994. (LA Superior Court – County of Los Angeles – Case No. BC113137).

23  
24  
25 **Exhibit D.**

26 The fact of the matter is Prince Rogers Nelson and Rodney Herachio Dixon initiated this  
 27 agreement in 1982 and continued confirming the agreement throughout their life afterwards. This  
 28



1 case was inserted into court in 1994 (12<sup>th</sup> year when \$1,000,000,000 was due. Therefore, it  
2 becomes obvious that the concept of Messiah had something else going on rather than professing  
3 to be Jesus Christ. It clearly shows the concept of The Higher Authority, music, etc. and that  
4 coincides with the fact that Rodney Herachio Dixon (Aeric/Rameses) is the Creator of The  
5 Game. It's ART.  
6

7 The concept has several points. One point is a Rameses character would think he was the  
8 Messiah and make that claim in a heartbeat. In fact, Pharaoh's believed they were gods and  
9 supremacy of the Sun thereof. Second point is that the Creator of The Game would Rameses the  
10 Messiah of The Game. It is obvious not a claim for the real Messiah.  
11

12 The Game was created in 1994 and was registered in Las Vegas, NV. The Game was derived  
13 from music created by Rodney Herachio Dixon (Aeric/Rameses) and therefore Rameses XII as a  
14 created character is anything he wants to be in regard to that entertainment/education creation. It  
15 clearly showcases copyright and "educational purposes only" on the material.  
16

17 Third point is that Prince had to now follow Mr. Dixon because he definitely did not have  
18 creative abilities at this level and therefore the concept of Messiah as leader between the two was  
19 crystalized. It all lines up with the premise of the art as it relates to being creator of The Game as  
20 Rameses XII. Again the character was based in entertainment. What was real are the claims of  
21 what Prince and Mr. Dixon agreed to financially?  
22

23 On or about September 30, 2016, Rodney Herachio Dixon (Mercury) inserted into the case a  
24 Declaration of Rameses America Mercury, Pharaoh of The United States of America and  
25 Canada. The response of Warner Brothers Records and others to these declarations did not catch  
26 Prince and Mr. Dixon by surprise, but it did confirm the level of Mr. Dixon's artistic expressions.  
27  
28

1 The Defenders had little ability to separate the art from the reality. This is why Mr. Dixon  
2 called his music company Royalty Records because it is true that many Black American's come  
3 from African Royalty and others as African commoners. However, this was art on display and  
4 respondents were treating everything as if it was all real life in full. As events were taking place  
5 in real time, Mr. Dixon was inserting updates into The Game with new identities and concepts  
6 that were being created on the spot which should have demonstrated the artwork clearly.

7  
8 Mr. Dixon believes and herein alleges that the court caught on faster than Warner Brothers  
9 Records, and at least figured out how gifted of an artist Mr. Dixon is. However, there was also  
10 reality as well. For example Mr. Dixon stated in a declaration "and that Prince Rogers Nelson  
11 shall remain silent and allow these deeds and actions to take place" and also "that this is my  
12 inheritance as sought forth in (case no. BT6128 – Mercury Adult Adoption – February 25, 1994,  
13 Superior Court, Los Angeles)."

14  
15 The fact that Prince Rogers Nelson remained silent gave a blow to Warner Brothers Records  
16 and gives a blow to Bremer Trust today, and that Mr. Dixon's claims are his inheritance"

17  
18 Then there was the entertainment, for example, a declaration states; "Notwithstanding, Mr.  
19 Dixon included a concept called the Universal Church of God which includes Mercury, Venus,  
20 Mars and Jupiter with Rameses XII, Nofretari II, Nakht II, and Imhotep II." It should have been  
21 obvious Mr. Dixon was talking about entertainment and education concepts which can be  
22 comprised to mean "edutainment."

23  
24 Therefore, the real question outside of taking everything verbatim would be the question of;  
25 what is the education part? What was Prince and Mr. Dixon trying to teach? Is it only Mr. Dixon  
26 that is doing the teaching? Is Prince just a student? What is Prince's role in the matter? Is Prince  
27 teaching to? Are they both teaching Warner Bros. Records a lesson?  
28

1 Rodney Herachio Dixon believes and herein asserts that the obvious answer is that Rodney  
2 Herachio Dixon is the Creator of The Game and showed Prince how The Game was to be played.  
3 Since Mr. Dixon doesn't have an inheritance the money owed him by Prince was deemed by Mr.  
4 Dixon as his inheritance. Prince's adherence to Mr. Dixon's legacy regarding the contract  
5 agreement they made was Prince being true to his heart.  
6

7 Notwithstanding, Mr. Dixon created a concept that was being played out in a court of law to  
8 demonstrate his artistic prowess while Prince privately applauded in admiration when others  
9 didn't know what live or what was Memorex? Prince was enjoying this more than any  
10 movie and he began creating songs that would reflect this new era we will usher into the  
11 entertainment sector.  
12

13 Prince followed up these concepts Mr. Dixon inserted into the lawsuit with his CD  
14 Emancipation. Mr. Dixon will discuss Emancipation later in this declaration. The program that  
15 was created by Mr. Dixon and accepted by Prince was a concept that would grow to a multi-  
16 billion dollar business level; but legal people got in the way and hindered it because of their lack  
17 of understanding, or they didn't want Prince and Mr. Dixon to own it.  
18

19 As stated, Prince Rogers Nelson did his part by remaining in silent compliance so that  
20 Rodney Herachio Dixon could collect on what was promised and bring in the new era of  
21 entertainment with Solar Art. Prince never contended any claims made by Mr. Dixon. That was  
22 the beauty of the situation. The both of us followed and obeyed the law. The fact the judgment  
23 was perverted upset Prince greatly. By being overlords of the law rather than serving the law  
24 they locked up a multi-billion dollar bonanza thinking they were doing the right thing. (LA  
25 Superior Court – County of Los Angeles – Case No. BC113137). **Exhibit E.**  
26  
27  
28

1 On or about October 12, 1994, Warner Brothers Records filed a Notice of Demurrer and  
2 Demurrer of Defendant Warner Bros. Records Inc. to Plaintiff's Complaint; Memorandum of  
3 Points and Authorities in Support Thereof. The date of the hearing was set for November 16,  
4 1994. On Line 15, Page 4, Warner Bros. Records states "Despite its best efforts, WARNER has  
5 been unable to decipher the specific claims and allegations plaintiff Ramses America Mercury  
6 (hereinafter referred to as "MERCURY") is attempting to assert in his complaint. While  
7 MERCURY has designated his claims as "fraudulent transfer or obligation" and "conspiracy",  
8 MERCURY has, among other serious deficiencies, failed to assert against which defendant each  
9 cause of action is stated. More seriously, however, it appears that MERCURY's claims, as a  
10 whole, may have arisen in a world in which only MERCURY himself exists. On these basis  
11 alone, these claims should be dismissed without leave to amend." (LA Superior Court – County  
12 of Los Angeles – Case No. BC113137). **Exhibit F.**

13  
14  
15  
16 The response of Warner Bros. Records that MERCURY may have arisen in a world in which  
17 only MERCURY exists puzzled Prince and Mr. Dixon. They didn't know if Warner Bros.  
18 Records figured it out and was playing along or they were actually dumbfounded?  
19 Notwithstanding, it took several months before Mr. Dixon let Warner Bros. Records out of the  
20 case. At this point it would have been a very wise decision for Warner Bros. Records to sign  
21 MERCURY to a record deal (Free-Agent Style that is).  
22

23 The case was still running. Since Warner Bros. Records' defense was that "MERCURY  
24 failed to assert against which defendant each cause of action is stated" the removal of Warner  
25 Bros. Records left only one Defendant remaining which means that each cause of action was  
26 applicable against – Prince Rogers Nelson. Also, it is understood that highlighted causes of  
27 action does not limit actual causes of action being applicable in the pleadings as long as the  
28

1 elements of such causes are stated in the pleadings. Therefore the causes of actions stated as  
2 headings never limited the claims to specific causes of action. The insertions of causes of action  
3 labels are constituted by law as easy reference for judges apply decisions and searches but like  
4 section headings in a contract they have no legal weight whatsoever.

5  
6 That fact is the case against Prince Rogers Nelson was never dismissed. Therefore,  
7 everything stated before and after Warner Bros. Records was let out of the case relates legally to  
8 Prince Rogers Nelson, and that's a fact. The point was to usher Mr. Dixon into the spotlight as  
9 the creator of The Game and get the game started.

10  
11 On or about November 16, 1994, at a scheduled hearing for the Demurrer of Warner Bros.  
12 Records the court allowed Mr. Dixon 30 days to amend his complaint and refrained from  
13 dismissing the case in contrast to the request of Warner Bros. Records. (LA Superior Court –  
14 County of Los Angeles – Case No. BC113137). **Exhibit G.**

15  
16 On or about November 23, 1994, after the Demurrer Hearing (November 16, 1994), Rodney  
17 Herachio Dixon (MERCURY) filed “The Declaration of Rameses America Mercury Pharaoh of  
18 the World” and included more entertainment with new features from current activity. Mr. Dixon  
19 and Prince were really surprised at how far this case was going outside of the entertainment  
20 realm as people thought they were fighting a real Pharaoh. The more entertainment material that  
21 was filed the more people thought Mr. Dixon and Prince were both crazy. However, the further  
22 the case moved onward the more Judge Auerilo was coming to an understanding there was a  
23 method to the madness.

24  
25 By now people thought Mr. Dixon was really promoting that he was the reincarnation of  
26 Pharaoh when it clearly showed the character was made up as part of The Game which was  
27 registered in Las Vegas, NV as a game or riddles.  
28

1 Warner Bros. Records was complained about the riddles and the fact is the case was looking  
2 just like a big riddle that they couldn't solve. The riddles were one of the main features of The  
3 Game that was of entertainment value. Warner Bros. Records also stated MERCURY lives in a  
4 world by himself and yet Prince was partying in this new creative world created by Mr. Dixon.  
5 In fact, Prince started creating the CD Emancipation while the case was going and Prince even  
6 said in an interview he believed that he and Mayte was someone reincarnated from ancient  
7 Egypt. Prince was playing The Game!

8  
9  
10 In order to show that Mr. Dixon's creative works was worthy of the agreement Prince made  
11 with Mr. Dixon it was vital to show the world what Mr. Dixon could do. This was Prince's way  
12 of bringing Mr. Dixon out to the spotlight so that the new music game would be played at an  
13 entirely new level. The story was two spiritual brothers at odds that later came together in love.  
14 However, this story was hindered by those who were ignorant of our art. Those that wanted to be  
15 overlords of the law rather than servants of it.

16  
17 As a result, Prince and Mr. Dixon were hindered from unlocking a bonanza of financial  
18 opportunities. The one billion claimed by Mr. Dixon is nothing compared to what was being  
19 created. But Warner Bros. Records could not understand it and now Bremer Trust is looking to  
20 hinder the bonanza some more. (LA Superior Court – County of Los Angeles – Case No.  
21 BC113137). **Exhibit H.**

22  
23 On or about December 29, 1994, Warner Bros. Records filed a "Notice for Ex Parte Motion  
24 to Dismiss Complaint for Failure to Amend Pursuant to Court Order; Declarations of Ruth Anne  
25 Taylor and Robert Shilliday in Support Thereof. (LA Superior Court – County of Los Angeles –  
26 Case No. BC113137). **Exhibit I.**

1 On or about December 29, 1994, Mr. Dixon had to file a handwritten response to “Oppose  
2 the Ex-Parte Motion to Dismiss” because Mr. Dixon had only received the notice shortly before  
3 the hearing. In that “Opposition” Mr. Dixon filed testimony of discovering an alleged conspiracy  
4 that Warner Bros. Records was attempting to dismiss the case in its entirety even though Prince  
5 Rogers Nelson refused to help them. Instead Prince remained silent as directed by Mr. Dixon in  
6 order to make sure Mr. Dixon would come on the scene powerfully.  
7

8 The court refused to dismiss the case against Mr. Dixon (MERCURY) and ordered Warner  
9 Bros, Records to serve Mr. Dixon properly, even though the date was past the 30 days given Mr.  
10 Dixon to amend his original complaint. (LA Superior Court – County of Los Angeles – Case No.  
11 BC113137). **Exhibit J.**  
12

13 On or about January 5, 1995, Warner Bros. Records acknowledge that the Ex-Parte Motion  
14 to Dismiss was DENIED by the court. (LA Superior Court – County of Los Angeles – Case No.  
15 BC113137). **Exhibit K.**  
16

17 On or about February 6, 1995, the case was “Dismissed” “as to” Warner Bros. Records. It  
18 was not dismissed “with prejudice” and it was not dismissed against Prince Rogers Nelson at all.  
19 (LA Superior Court – County of Los Angeles – Case No. BC113137). **Exhibit L.**  
20

21 On or about February 8, 1996, Mr. Dixon changed his name back to his birth name Rodney  
22 Herachio Dixon from Rameses America Mercury. Rodney Herachio Dixon was the legal name  
23 he had when he first met Prince back in 1982 although Mr. Dixon went by his nickname “Merc.”  
24 Prince would refer to Mr. Dixon as Merc for the most part. The name of Aeric Alexander  
25 Mercury and Rameses America Mercury were mainly entertainment names although changed  
26 legally (LA Superior Court – County of Los Angeles – Case No. BC113137). **Exhibit M.**  
27  
28

1 At this time Prince started working on his Emancipation CD. The album is also Prince's first  
2 to include cover versions of others' songs (indeed the first commercial single release. Betcha By  
3 Golly Wow!, was a cover version). He has occasionally included cover versions on albums since  
4 **Emancipation**. Each of the album's three CDs contains 12 tracks and lasts exactly 60:00 -  
5 Prince mentioned in interviews that this was planned based on his studies of Egypt, "the  
6 building of the pyramids and how the pyramids were related to the constellations. They were a  
7 message from the Egyptians about how civilization really started."  
8

9 The concept of the pyramids being related to the constellations is a concept we have heard  
10 before. In fact, Mr. Dixon showcased the characters Rameses XII, Nofretari II, Nakht II and  
11 Imhotep II and included Mercury, Venus, Mars and Jupiter. Here was Prince doing everything he  
12 could to get this thing out the way we wanted it to get out. It was the only way he saw \$1  
13 billion+ of value being realized.  
14

15 The recording of the CD began on January 1995. However, the case was dismissed against  
16 Warner Brothers Records in February 1995 and not against Prince. Prince was still in contract  
17 with Warner Brothers Records when the recordings started and yet he started Emancipation with  
18 the lawsuit hanging over his head.  
19

20 Ancient Egypt was the theme and since Prince was still in a contract with Warner Bros.  
21 Records the Emancipation CD has to do with Prince's studies of Ancient Egypt more than his  
22 release from Warner Bros. Records.  
23

24 His spiritual and creative Emancipation was taking off and this was all assisted by Rodney  
25 Herachio Dixon. The interview states "Prince mentioned in interviews that this was planned  
26 based on his studies of Egypt, "the building of the pyramids and how the pyramids were related  
27  
28



1 to the constellations. They were a message from the Egyptians about how civilization really  
2 started.” **Exhibit N.**

3  
4 Notwithstanding, Prince was cast as Nakht II by Mr. Dixon. Nakht II was and ancient  
5 Egyptian scribe in concert with the planet Mars.

6 On or about July 9, 1996, Mr. Dixon filed “The Declaration of Rodney Herachio Dixon, a  
7 son of God.” Scriptures used make reference to The Law and The Promise (Galatians 3, Verses  
8 15-25). The Grace given is greater than the law according to the Bible. Therefore my quest to  
9 become a son of God in the Adult Petition was truly beyond the court’s jurisdiction. Judge  
10 Henning was absolutely right. The Bible continues to say that we are heirs and own the whole  
11 estate (Galatians 3:26-26 / Galatians 4:1-7). This declaration goes on to remove the creative  
12 elements of The Game and proclaims that “Jesus is Lord” and the only true “Messiah.”  
13

14 This was important because throughout the case we had watched people lose their minds over  
15 entertainment concepts. (LA Superior Court – County of Los Angeles – Case No. BC113137).  
16

17 **Exhibit O.**

18 The only concepts remaining were very important. Mr. Dixon made a vow to the late Boni  
19 Boyer that Mr. Dixon would do whatever he could to help Prince come to a personal relationship  
20 with the Lord Jesus Christ. Mr. Dixon feels that he was instrumental in that process. A few years  
21 after the case was put on ice, Prince started changing his music and he became a strong witness  
22 for the Lord Jesus Christ.  
23

24 Mr. Dixon is grateful to Prince because Prince believed in him when Mr. Dixon didn’t  
25 necessarily believe in himself. Prince would tell Mr. Dixon “it is going to be tough to get your  
26 creative talents out because you are so far ahead of the game.” That is why it is called The Game.  
27  
28

1 In the year 2014, Prince got back the rights to the master recordings from Warner Bros.  
2 Records. On or about April 21, 2016 Prince Rogers Nelson was found dead in an elevator. It is  
3 reported Prince died from overdosing on pills. Prince knew about his death. He would tell some  
4 of those really close to him. Prince saw it a long time ago.  
5

6 Everyone is talking about the song 'Sometimes it snows in April' saying Prince predicted his  
7 death. You hear some of them talking about the song 'Let's Go Crazy' as Prince talks about the  
8 elevator and death. But Prince also says in that song; "pills and thrills and daffodils they kill." He  
9 didn't predict his death, he saw his death.  
10

11 Notwithstanding, this thing Prince and Mr. Dixon put together was a masterpiece then and it  
12 is still a masterpiece today. Prince understood that Mr. Dixon's claim was his inheritance. That is  
13 why he never left a will. Mr. Dixon's inheritance of Prince's estate is not only based on an  
14 agreement they made but it is also the will of Prince in his heart. Prince was an artist and how  
15 dare we rob him of the opportunity to be a part of his co-masterpiece all because of racism,  
16 cynicism, greed, and ignorance.  
17

18 The way this matter is laid out is the way Prince and Mr. Dixon played it and so this is the  
19 way it is still being played. Was the money deal real? Yes it was and is. Did they put on a show?  
20 Yes they did and are. Did ignorant people get in the way (white powder monkeys)? Yes they did  
21 and are doing so now. Must the show go on? Yes it must. Unfortunately, Prince is not on this  
22 earth in the flesh anymore to see what Mr. Dixon is about to do; but he is in the spirit checking it  
23 out from another world.  
24

25 On or about, April 27, 2016, Mr. Dixon filed a Declaration in the Stanley Mosk Courthouse  
26 of Los Angeles, California and subsequent Declarations in the Carver County Courthouse  
27 Probate Division as the sole owner of the intellectual properties of Prince Rogers Nelson and \$1  
28

1 billion due. (Carver County District Court – Chaska, Minnesota – Case No. 10-PR-16-46)

2 **Exhibit P.**

3  
4 On or about, May 10, 2016, Mr. Dixon filed a second Declaration in the Carver County  
5 Courthouse Probate Division as skeptics and naysayers started arguing as if this case needed to  
6 be dismissed. Prince understood what Mr. Dixon would face and told him this often. So goes the  
7 song again; “Thieves in the Temple.” (Carver County District Court – Chaska, Minnesota – Case  
8 No. 10-PR-16-46). **Exhibit Q.**

9  
10 However, as it stands today, Prince Rogers Nelson and Rodney Herachio Dixon are just one  
11 righteous decision away from completing this deal they originally set forth in motion back in  
12 1982. This life/entertainment masterpiece was co-created by Prince and Mr. Dixon together.  
13 Prince is not a selfish person as some are making him out to be, and he was not absentminded  
14 like people are trying to make him out to be regarding an alleged lack of a will. Prince was a  
15 musical genius but he didn’t need to take away the creative genius of Mr. Dixon to feel good  
16 about his own genius. Prince always told Mr. Dixon there is room for both of us.

17  
18 As the only true and trusted executor of the Prince Estate which is proven by the fact that Mr.  
19 Dixon was vitally instrumental in Prince’s life during one of the most troubling times of Prince’s  
20 career in the entertainment industry; while he was walking around with SLAVE written all over  
21 his face, it was Mr. Dixon that came to the rescue.

22  
23 Mr. Dixon has never received any compensation from Prince to date. Mr. Dixon was not paid  
24 for his music or his other creative concepts. It is criminal to suggest Mr. Dixon go home empty  
25 handed as Bremer Trust has asserted.  
26  
27  
28

1           Regardless of the naysayers and skeptics, it is with great honor that Mr. Dixon accepts  
2 Prince's confidence and belief in Mr. Dixon to give him a \$1 billion agreement. Mr. Dixon will  
3 manage Prince's estate with care and skill. Mr. Dixon's creative abilities, business savvy, legal  
4 prowess, and spiritual integrity to build upon Prince's legacy into a business formula that show's  
5 promise to rise into the billions of dollars in retained value.  
6

7           Prince once stated 'You know, every time people see a young black man wearing a hoodie,  
8 they think, he's a thug. But if they see a young white guy wearing a hoodie they think, oh that  
9 might be Mark Zuckerberg. That might be a dot-come billionaire.'" Prince stated "that's because  
10 we have not produced enough black Mark Zuckerberg's. That's on us. That's on us. To deal with  
11 what we're not doing to get our young people prepared to be a part of this new information  
12 economy.'" When Prince was saying "that's on us" he was talking to black people.  
13

14           Now some people are still trying to stop the very person from succeeding in this matter that  
15 exemplifies Prince's heart to the nth degree. They erroneously do this supposedly for the benefit  
16 of Prince Rogers Nelson because they have no idea what they are doing. **Exhibit R.**  
17

18           A little time ago Mr. Dixon met with Warner Brothers Studio executives alongside an  
19 affiliated black executive and a celebrity judge to discuss an online entertainment business  
20 concept that Mr. Dixon created that is billed as a multi- billion dollar concept. This concept has  
21 received praise from multi-billionaires and Warner Brothers Studios. Warner Brothers Studios  
22 stated to Mr. Dixon that "your concept is bigger than Warner Brothers." Warner Brothers told  
23 Mr. Dixon "you don't need Warner Brothers and after you build this we will even want to  
24 participate in it."  
25  
26  
27  
28

1 This all comes back 'Around the World in a Day.' A time when Prince and Mr. Dixon first  
2 met. Prince believed in the promise of a young black man when Prince and Mr. Dixon were both  
3 just young black men. Prince was 23 and Mr. Dixon was 19. The vision Prince had for Mr.  
4 Dixon never changed even they fought and argued. Prince always believed in Mr. Dixon even  
5 when Mr. Dixon told Prince off to his face.  
6

7 That's why Prince's mother embraced Mr. Dixon for a long time without letting him go when  
8 they met. That is why Prince followed Mr. Dixon all over town. That is why Prince and Mr.  
9 Dixon sat together watching Michael Jackson perform in concert accompanied by Sheila E. and  
10 Boni Boyer. It is because Prince saw the promise of what Mr. Dixon could do.  
11

12 Prince's death is not about people lining up with all sorts of crazy ideas thinking they match  
13 up to Mr. Dixon's claims. Prince's death is not about family members fighting over money that  
14 Prince didn't leave them. Why didn't they all ask Prince for a job and work for some money?  
15 People need to understand the legacy of Prince includes doing major work. It is going to take lots  
16 of focus and work. The call of the hour is liken to his song on the Controversy album, "Let's  
17 Work."  
18

19 Prince never sang the song "let's all sit around and collect money doing nothing." Prince  
20 isn't becoming the welfare voucher payer. This is about art and business. This is about the new  
21 power generation. This is about solar art, solar panels and a solar world. I haven't gotten started  
22 on that conversation that deeply yet but Prince wanted to make sure some people got solar panels  
23 on their roofs. Prince was talking and singing about the world going solar years before the 2005  
24 Clean Air Act.  
25  
26  
27  
28

1 Prince didn't work himself to death to hand his earnings over to Government, Bremer Trust,  
2 or anyone else that have no idea what Prince wanted to do or how to do it. Prince had a purpose  
3 and that purpose was foiled by some ignorant folk years ago. Although Prince is gone from this  
4 earth it will take hard work to accomplish the dream Prince had. Mr. Dixon was involved with  
5 that dream since 1982 and Mr. Dixon is the one with the know how to bring it to fruition at the  
6 level Prince dreamt.

8 On or about May 2, 2016, Bremer Trust was appointed as Special Administrator from a filing  
9 on April 27, 2016. This doing came about by Tyka Nelson. I don't blame her. Maybe she forgot  
10 what Prince told her about Mr. Dixon. Maybe she forgot what she and Mr. Dixon talked about on  
11 the dance floor for an hour at Prince's 30<sup>th</sup> birthday party. (County District Court – Chaska,  
12 Minnesota – Case No. 10-PR-16-46). **Exhibit S.**

14 On or about May 18, 2016, Bremer Trust was granted an "Order Authorizing Depositions  
15 and Discovery." This means that Bremer Trust has the authority to speak to Prince's attorney that  
16 was involved in the California Case between Prince and Mr. Dixon (Jerry Edelstein). Bremer  
17 Trust have time to talk to others in Prince's organization over the years to ascertain Mr. Dixon  
18 and Prince's relationship as best they can. As usual Mr. Dixon put out lots of pages of evidence  
19 and testimony and no one else can come up with anything and yet they want to disallow Mr.  
20 Dixon's claims based on having no defense. (Carver County District Court – Chaska, Minnesota  
21 – Case No. 10-PR-16-46). **Exhibit T.**

24 As Special Administrator, Bremer Trust holds a Fiduciary Responsibility to decedent Prince  
25 Rogers Nelson to assert, contend and defend HIS interests and not the interests of others.  
26 Therefore, it is the hope of Rodney Herachio Dixon that Bremer Trust not pervert said Trust by  
27 hindering claims that are supported by law and facts.  
28

1 Bremer Trust must seek to find conclusions that are clearly based on objectives of the  
2 decedent Prince Rogers Nelson. Therefore, Bremer Trust owes a fiduciary duty to decedent  
3 Prince Rogers Nelson first, to find out what Prince wanted. Bremer Trust must not lean towards  
4 any family members as a priority above Prince's own objectives when he has made it quite clear  
5 by his words and actions over his entire career. Prince didn't hide his intentions as it is being said  
6 in the media. Prince made it known.  
7

8 As a result, Rodney Herachio Dixon is the only person in the world to have any legal claims  
9 to Prince's entire estate in a legal case with Prince's purported participation with agreement  
10 dated prior to the Prince's death. This fact cannot be by accident!  
11

12 Rodney Herachio Dixon believes and herein asserts that he is a black man with the potential  
13 to produce a multi-billion dollar dot-com system and combined with the intellectual properties of  
14 Prince Rogers Nelson a business bonanza will be showcased and grow.  
15

16 Rodney Herachio Dixon therefore contends that any additional acts on the part of a Special  
17 Administrator or any others that seek an end to Mr. Dixon's claims without providing a legal and  
18 plausible theory to suggest another alternative is disqualified to act on the behalf of Prince  
19 Rogers Nelson and need to focus on what Prince wanted immediately.  
20

21 In particular, Bremer Trust was given the authority of the court to obtain depositions and  
22 testimonies from any of the attorneys and business entities dealing with Prince in the past and  
23 specifically as it relates to claims made by Rodney Herachio Dixon. Instead, Bremer Trust have  
24 filed a Notice of Disallowance of Claim on "the basis that the claims has no basis of law or fact."  
25 The position of Bremer Trust is preposterous and proves they are clearly unqualified to serve as  
26 Special Administrator for decedent Prince Rogers Nelson.  
27  
28

1 How much did Prince respect and follow Mr. Dixon? It was stated by CNN commentator  
2 Van Jones that "Prince was a fan of ancient Egyptian artwork." Mr. Dixon acted out ancient  
3 Egyptian artwork in real time, in a court of law, and at a very powerful level. Prince was a fan of  
4 this activity. Prince didn't want to contaminate it. Prince understood great art and refused to  
5 mess with this creative artist. Especially when the art was paving the way for both Prince and  
6 Mr. Dixon to hit the entertainment jackpot. **Exhibit U.**

8 Therefore the assertion by naysayers that this black man named Mr. Dixon's claiming of a  
9 billion dollar deal with Prince Rogers Nelson being categorized by skeptics frivolous is deeply  
10 related to the core of racism. How is it frivolous that a black man could possibly become a  
11 "billion dollar dot-com" entrepreneur? Prince knew it? When Mr. Dixon hangs out in the Middle  
12 East with millionaires and billionaires he talks of billion dollar deals on the daily. However,  
13 when a black man in America talks about a billion dollar dream skeptics say it is frivolous and  
14 unintelligible.

16 Mr. Dixon hung out all over Minnesota with Saudi Royalty and Prince Rogers Nelson at the  
17 same time. The Saudi Royals had more money in their change drawer than Prince had in net  
18 worth. It is a known fact that Mr. Dixon hangs out with Middle East Royalty and they have much  
19 more money and power than Prince Rogers Nelson.

21 However, when you put Prince and Mr. Dixon together it is then that you have two black  
22 people with complimenting creative abilities and business savvy with historical understanding of  
23 a promise that steps up to The Game to a multi-billion dollar game level like climbing the  
24 Pyramid of Zoser.



1 Warner Brothers Studios told Mr. Dixon that his dot-com concept was “bigger than Warner  
2 Brothers Studios. Warner Brothers Studios is more than Warner Brothers Records. Thank God  
3 an American entity such as Warner Brothers actually believes a black man can be greater than a  
4 SLAVE. Warner Brothers Studios told Mr. Dixon their opinion of his dot-com concept without  
5 knowing Prince would be a part of it.  
6

7 According to Middle East Royalty, Mr. Dixon is a genius when it comes to his online  
8 marketing concept. **Exhibit V.**

9 According to Brett Icahn, son of the famous Carl Icahn, Mr. Dixon has a billion dollar dot-  
10 com concept that was worthy of taking note and conversing about the possibilities of its success  
11 and his participation. **Exhibit W.**

12 According to Prince Rogers Nelson he knew Mr. Dixon had it in him all along. Prince knew  
13 he couldn't create it! Prince didn't have that much overall game but he had enough music and  
14 business game to make sure it happened. He wanted people to see this black man and say “That  
15 might be a dot-com billionaire.” **Exhibit X.**

16 But yet Bremer Trust, Special Administrator filed a Notice to Disallow Claim against  
17 Rodney Herachio Dixon who has put forth page after page fitting a perfect description of the  
18 heart, mind, soul, and spirit of what Prince Rogers Nelson wanted. No one else has done this.  
19 The concepts illustrated by Mr. Dixon in these declarations match perfectly with the actual  
20 words spoken by Prince himself. **Exhibit Y.**

21 This brings us to one last exhibit that will be listed in this particular packet of petitions,  
22 declarations and attachments that are being inserted in the Carver County Courthouse. Here are  
23 words from Prince from his song Exodus. Some of the words will be left out due to Parental  
24 Advised Discretion.  
25  
26  
27  
28

1 THE EXODUS HAS BEGUN

2  
3 Behold the children of the new power

4 Are more and mightier than u (mighty, mighty)

5 U that have scorned and held back the inevitable

6 Must now come 2 grips with the truth

7  
8 (all that is good in the eyes of heaven)

9 All that is good in the eyes of heaven

10 Will rebuke your powder monkey ways

11 (have mercy, mercy, mercy)

12 And let that same heaven have mercy

13  
14 When the wrath of the sun knocks upon your gate. **Exhibit Z.**

15  
16 *4. CONCLUSION*

17 I, Rodney H. Dixon, have filed a claim for the recovery of the terms of an implied-in-fact-  
18 contract as supported by law and fact in the matter of decedent Prince Rogers Nelson in Probate.

19 In particular, a claim of \$1 billion and also the sole and exclusive ownership rights to all of the  
20 intellectual properties held by Prince Rogers Nelson at his time of death in order for \$1 billion to  
21 be satisfied. It is believed that the entire Estate is estimated below the amount due \$1 billion due.

22 These claims are additionally brought forth in accordance with Minnesota Laws Section 524.8  
23 and Section 524.7. I further assert that Prince Rogers Nelson did not bequeath any monies and/or  
24 properties of any kind to any heirs in accordance to Minnesota Law Section 524.27. In fact, in  
25 accordance to Minnesota Law, Prince Rogers Nelson did not need a "will" to pass along  
26 ownership to any parts of his estate.  
27  
28

1 I, Rodney H. Dixon is considered by law an Interested Person under Section 524.32 and has filed  
2 this Petition in accordance with Section 524.40.

3 I, Rodney Herachio Dixon have filed this Petition for the relief of \$1 billion and also the sole and  
4 exclusive ownership of the intellectual properties held by Prince Rogers Nelson at his time of  
5 death by mutual agreement between Rodney Herachio Dixon and Prince Rogers Nelson.

6 I, Rodney H. Dixon believe and assert that Prince Rogers Nelson and I entered into an Implied-  
7 In-Fact Contract that is construed in the manner of specificity described in the famous Desny  
8 case which constitutes the Extra Elements needed to coincide with CCP Sec. 1619, CCP Sec.  
9 1620, CCP Sec. 1621, and CCP Sec. 1622.

10 I, Rodney H. Dixon believe and assert that a "meeting of the minds" was established with Prince  
11 Rogers Nelson based on the elements described in CCP Sec. 3509, CCP Sec. 3519, CCP Sec.  
12 3521, CCP Sec. 3522, CCP Sec. 3528, CCP Sec. 3529, CCP Sec. 3531, CCP Sec. 3541, and  
13 CCP Sec. 3545.

14 I, Rodney Herachio Dixon believe and assert that this case was never dismissed by Prince Rogers  
15 Nelson in the California Courts and is thereby a claim that has stood the test of time. Prince  
16 Rogers Nelson has never moved to dismiss said claims nor contended said claims. It is therefore  
17 the obligation of Bremer Trust to demonstrate how a Notice of Disallowance of Claim fits into  
18 the framework of a fiduciary duty of decedent Prince Rogers Nelson being that Prince Rogers  
19 Nelson never inquired of Bremer Trust to act on his part against the claims of Rodney Herachio  
20 Dixon while he was alive. In fact, Prince Rogers Nelson has ordered that legal representatives  
21 refrain from contending against the claims of Rodney Herachio Dixon. Thus, it is not plausible  
22 that Bremer Trust's Notice of Disallowance of the Claims of Rodney H. Dixon line up with the  
23 intentions of Prince Rogers Nelson.

PRAYER FOR RECOVERY

I, Rodney Herachio Dixon, do hereby petition the court to allow the claim of Rodney Herachio Dixon for the recovery of \$1 Billion and also the sole and exclusive ownership of all intellectual properties owned and controlled by Prince Rogers Nelson with full compliance from the Estate of Prince Rogers Nelson, et al., including but not limited to all property from the vault effective as soon as these claims can be heard in negate the Notice of Disallowance of Claim filed by Bremer Trust, Special Administrator on June 2, 2016.

VERIFICATION

I, Rodney Herachio Dixon, declare, I am the Petitioner in the above-entitled matter. I have read the foregoing Third Declaration in Support of Petition for Allowance of Claims of Rodney H. Dixon and Motion for Bremer Trust to Show Cause for Purported Defenses, and know the contents thereof.

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

Executed on June 7, 2016, at Riverside County, California.

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

Dated: June 7, 2016

RODNEY H. DIXON  
Pro Per

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