

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

FIRST JUDICIAL DISTRICT
PROBATE DIVISION

Case Type: Special Administration

In the Matter of:

Court File No. 10-PR-16-46

Estate of Prince Rogers Nelson,

Decedent,

and

Tyka Nelson,

Petitioner.

**MEMORANDUM IN SUPPORT OF
ORDER IMPOSING PRECONDITIONS ON
SUBMISSIONS BY
RODNEY HERACHIO DIXON**

On September 19, 2016, this Court entered an Order Regarding Submissions inviting Rodney Herachio Dixon ("Mr. Dixon") or any party hereto to submit written argument regarding whether the Court should deem further filings in this matter by Mr. Dixon to be frivolous litigation and impose sanctions or preconditions on his service or filing of any new submissions pursuant to Rule 9 of the Minnesota Rules of General Practice for District Court. The Special Administrator believes it is in the best interest of the Estate for the Court to declare Mr. Dixon to be a frivolous litigant and to impose sanctions or preconditions on future filings that should independently be rejected by the Court. The continued filing of baseless claims is a burden on the Court's limited administrative resources, requires undue attention and resources of the Special Administrator and causes additional delay and expense to the legitimate stakeholders in this matter. Thus, the Court should declare Mr. Dixon to be a frivolous litigant and should reject any new submissions from him in this matter unless Mr. Dixon first provides sufficient valid documentary evidence supporting Mr. Dixon's contract claim.

FACTUAL BACKGROUND

On April 27, 2016, Mr. Dixon filed a “Declaration, Petition & Demand for Notice of Rodney H Dixon” in this matter. This original filing is captioned as a complaint but it appeared that Mr. Dixon sought permission to intervene pursuant to Minnesota Rules of Civil Procedure 24, because he requested to be “allowed into the Probate proceedings as an Interested Observer for any and all activities therewith.” *Id.* at 2. In his first filing, Mr. Dixon claimed that he is “the sole and exclusive owner of all intellectual properties after the death of Prince Rogers Nelson” with reference to Mr. Nelson’s copyrights and “music catalog/vault.” *Id.* at 3. The underlying basis of the claim appears to be Mr. Dixon’s contention that on December 14, 1982, Mr. Nelson guaranteed Mr. Dixon (then known as “Rameses America Mercury”) that, in exchange for “favors and music,” Mr. Dixon would become a millionaire in three years, and if he did not, that he would be paid \$1,000,000,000 in twelve years¹. *See* Mr. Dixon’s “Case Summary” filed June 13, 2016 at Ex. D. Mr. Dixon bases his claim on an elaborate and unintelligible theory that is in contravention of basic contract law and the Minnesota probate code.²

On April 29, 2016, the Special Administrator moved to dismiss Mr. Dixon’s claim as failing to state a claim upon which relief may be granted pursuant to Minnesota Rule of Civil Procedure 12.02(e). *See* Bremer Trust’s Motion to Dismiss Rodney Herachio Dixon’s Purported Claim Against the Estate of Prince Rogers Nelson filed April 29, 2016. Mr. Dixon submitted six

¹ As noted in the Special Administrator’s Motion to Dismiss, Mr. Dixon refers sometimes to one prior case, and other times to two cases, but his exhibits appear to be based upon a 1994 Complaint filed as Case No. BC 113137 in the Los Angeles Superior Court and entitled Rameses America Mercury, Plaintiff vs. Prince Rogers Nelson and Warner Brothers Records, Defendant.

² For example, Mr. Dixon alleges that, “in accordance with Minnesota Law, Prince Rogers Nelson did not need a will if in fact he made provisions so that his assets will pass without one. Therefore Prince only needed to articulate his thoughts regarding the future of his intellectual property.” *See* Declaration in Support of Petition, Demand for Notice, and Recovery of Rodney H. Dixon filed May 10, 2016 at Ex. X.

additional sets of documents before the Court granted the Special Administrator's Motion to Dismiss on September 16, 2016.³ In the Court's September 16, 2016 Order & Judgment Granting Motion to Dismiss, the Court found that Mr. Dixon failed to establish the existence of an implied-in-fact contract with Mr. Nelson, and that, even if Mr. Dixon had proved the existence of a valid contract, Mr. Dixon's claim would be barred by the statute of limitations. *Id.* Immediately after the Special Administrator's motion to dismiss was granted, the Special Administrator filed its prior Notice of Disallowance of Mr. Dixon's claim with the Court⁴. *See* Notice of Disallowance of Claim filed September 16, 2016.

ARGUMENT

I. Mr. Dixon Lacks Standing To Submit Further Claims, Motions or Requests to the District Court.

Mr. Dixon lacks standing to submit any further documents to the Court in this matter. The sole basis for Mr. Dixon's alleged claim to be a creditor of Mr. Nelson's Estate is Mr. Dixon's assertion that there was a "Verbal and Implied Agreement" between him and Mr. Nelson that was the subject of a California lawsuit in 1994 and 1995 in which Mr. Dixon claimed

³ Mr. Dixon submitted another Declaration In Support of Petition, Demand for Notice, and Recovery of Rodney H. Dixon on May 10, 2016, a Third Declaration in Support of Petition for Allowance of Claims of Rodney H. Dixon and Motion for Bremer Trust to Show Cause For Its Purported Defenses on June 13, 2016 with supporting materials (entitled "Case Summary"), a Fourth Declaration in Response to Motion to Dismiss by Bremer Trust in Response to Petition for Allowance by Rodney H. Dixon; and Petitioner Motion for Summary Judgment on June 27, 2016, a 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 to Disallowance Filed by Bremer Trust on August 9, 2016, and an Objection to Motion to Approve Payment of Special Administrator Fees and Costs and Attorneys' Fees and Establishing a Procedure for Review and Approval of Future Fees and Costs and Expenses; and Motion for Termination of Appointment of Special Administrator on September 16, 2016.

⁴ The Special Administrator filed Notice of Disallowance of Claim with the Court on September 16, 2016, but previously served Mr. Dixon with the Notice of Disallowance by mail on June 3, 2016.

Prince owed him \$1,000,000,000 but that resulted in no judgment. *See* Declaration, Petition & Demand for Notice of Rodney H. Dixon filed April 27, 2016 at 12; *see also* Third Declaration in Support of Petition for Allowance of Claims of Rodney H. Dixon and Motion for Bremer Trust to Show Cause for its Purported Defenses and related “Case Summary” filed June 13, 2016. Both the Court and the Special Administrator have reviewed Mr. Dixon’s submissions and found them to lack the factual or legal support necessary for a cognizable and enforceable claim. *See* Order & Judgment Granting Motion to Dismiss filed September 16, 2016; *see also* Notice of Disallowance of Claim filed September 16, 2016. Moreover, the period for submitting creditor claims in this matter expired on September 12, 2016. *See* Minn. Stat. § 524.3-803(a). Because Mr. Dixon has failed to provide any legal basis for a valid and enforceable claim against Mr. Nelson’s estate within the time period required by Minnesota law, Mr. Dixon lacks standing to submit future filings as a creditor of the estate and is not an interested party in this matter. Any future claims filed by Mr. Dixon in this estate should be rejected.

II. Any Additional Submissions of Claims, Motions or Requests by Mr. Dixon Based On an Implied/Verbal Contract Claim Should Be Considered Frivolous Litigation.

Mr. Dixon’s numerous and voluminous submissions⁵ to the Court should be considered frivolous litigation. Rule 9.01–.07 of the Minnesota General Practice Rules addresses frivolous litigation and allows a district court to sanction a frivolous litigant by requiring the litigant to furnish security or imposing preconditions on future filings. Minn. R. Gen. Pract. 9.01. A “[f]rivolous litigant” includes a person who “repeatedly serves or files frivolous motions, pleadings, letters or documents . . . that are frivolous or intended to cause delay” . . . or a

⁵ Mr. Dixon’s “Case Summary” submitted on June 13, 2016 consisted of 179 pages, which included, for example, a Petition for Adoption wherein Aeric A. Mercury (a/k/a Rodney Herachio Dixon) claimed to have an “implied agreement” to be adopted by “God and Earth” on February 14, 1994 and a newspaper article regarding Prince’s race and love of Egyptian art. *See* June 13, 2016 “Case Summary,” Exhibits A & U.

“person who institutes and maintains a claim that is not well grounded in fact and not warranted by existing law or a good faith argument for the extension, modification or reversal of existing law.” Minn. R. Gen. Pract. 9.06(b)(2) & (3).

Mr. Dixon has submitted eight separate sets of documents to the Court in less than six months. Mr. Dixon incorporates in his elaborate submissions the pleadings from a long-defunct case closed more than twenty years ago in California, irrelevant and often incomprehensible assertions of fact,⁶ and lengthy recitations of portions of the Minnesota Probate Code, the Copyright Act, and the California Civil Code. *See, e.g.* Third Declaration in Support of Petition for Allowance of Claims of Rodney H. Dixon and Motion for Bremer Trust to Show Cause for Its Purported Defenses filed June 13, 2016 at 4-5, 35; Declaration in Support of Petition, Demand for Notice, and Recovery of Rodney H. Dixon filed May 10, 2016 at 5. Mr. Dixon’s pleadings, however, provide no factual or legal basis on which to support a cognizable claim against this estate. The Court dismissed Mr. Dixon’s claim on September 16, 2016 and entered judgment. Despite the dismissal and judgment, Mr. Dixon continues to make claims and assertions that are not well-grounded in fact or law and now even argues that he should be in charge of the entire estate administration.⁷ Mr. Dixon is a frivolous litigant, and his future submissions to this Court should be rejected.

⁶ For example, Mr. Dixon contends that, “[i]n 1994, Mr. Dixon started working on the case he would later submit into the Superior Court of California. Mr. Dixon did this in a way that Prince would be able to understand and Warner Bros Records would see the creative promise we were building together. It was an expression in art reminiscent of ancient Egypt that Prince thought was incredible. It was what Mr. Dixon called ‘Solar Art.’” *See* Third Declaration in Support of Petition for Allowance of Claims of Rodney H. Dixon and Motion for Bremer Trust to Show Cause for Its Purported Defenses filed June 13, 2016 at p. 14.

⁷ In addition to Mr. Dixon’s original alleged contract claim, and following the Court’s Order and Judgment dismissing his claim, Mr. Dixon requested, in another submission on October 6, 2016, that Mr. Dixon be appointed as personal representative of Mr. Nelson’s estate, and asserted that he was to “become Power of Attorney over all of Prince’s Intellectual Property” based on a

III. The Court Should Impose Sanctions or Preconditions on Mr. Dixon's Service or Filing of Any New Claims, Motions or Requests in This Matter.

A court may require the furnishing of security or impose other conditions on a frivolous litigant, but no determination or ruling made by a court upon a Rule 9 motion "shall be, or be deemed to be, a determination of any issue in the action or proceeding or of the merits thereof." Minn. R. Gen. Pract. 9.02(d).; *see also Phelps v. State of Minnesota* 823 N.W.2d 891 (Minn. Ct. App. 2012). When determining whether to require security or impose sanctions on a frivolous litigant, a district court is to consider several factors, including the frequency and number of claims pursued with an adverse result, whether there is a reasonable probability that the frivolous litigant will prevail on his claim, and whether less severe sanctions are sufficient to protect other litigants, the court and the public. Minn. R. Gen. Pract. 9.02(b)(1), (2) & (7).

Motions sought pursuant to Rule 9.01–.07 to designate and sanction frivolous litigants must be made separate from other requests for relief, such a motion cannot be filed unless, within 21 days after the motion is served (or such other time period the court prescribes), the allegedly offending claim, motion, or request is not withdrawn or properly corrected. Minn. R. Gen. Pract. 9.01; *cf.* Minn. R. Civ. P. 11.03(a)(1) (reciting a similar rule). The Special Administrator therefore requests that the Court serve upon Mr. Dixon notice that he must withdraw his prior submissions or submit to the Court, in no more than 21 days of service, valid documentary evidence supporting Mr. Dixon's alleged contract claim. If Mr. Dixon fails to do so, the Court should issue an order rejecting Mr. Dixon's future claims as invalid under Minnesota law.

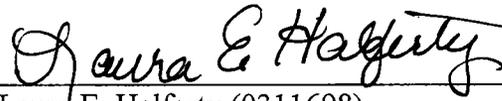
February 4, 2016 Exclusive Songwriter Agreement to which Mr. Dixon was not a party. *See* Memorandum of Rodney H. Dixon as the Power of Attorney In Accordance With The Executed Contract of Prince Rogers Nelson and NPG Music Publishing, LLC; and Seeking Appointment As Personal Representative of Prince Rogers Nelson In This Probate Matter filed October 6, 2016.

CONCLUSION

For all the foregoing reasons, the Special Administrator respectfully requests that, in the event Mr. Dixon fails to either withdraw his claim(s) against Mr. Nelson's Estate or submit sufficient proof of his claim within no more than 21 days service of the Court's notice of intent to impose preconditions, that the Court enter an order rejecting all of Mr. Dixon's future claims, motions or requests in this matter.

Respectfully submitted,

Dated: October 14, 2016.



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