

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 SEP 16 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)

22 **OBJECTION TO MOTION TO APPROVE**
23 **PAYMENT OF SPECIAL ADMINISTRATOR**
24 **FEEES AND COSTS AND ATTORNEYS' FEES**
25 **AND ESTABLISHING PROCEDURE FOR**
26 **REVIEW AND APPROVAL OF FUTURE**
27 **FEEES AND COSTS AND EXPENSES; AND**
28 **MOTION FOR TERMINATION OF**
APPOINTMENT OF SPECIAL
ADMINISTRATOR

ORAL ARGUMENT REQUESTED

SEPTEMBER 9, 2016
CARVER COUNTY JUDICIAL CENTER
COURTROOM 1
8:30AM

RECEIVED
SEP - 2 2016
COURT ADMINISTRATION

OBJECTION TO MOTION TO APPROVE PAYMENT OF SPECIAL ADMINISTRATOR FEES AND COSTS AND ATTORNEY FEES AND ESTABLISHING PROCEDURE TO REVIEW AND APPROVAL OF FUTURE FEES AND COSTS; AND MOTION FOR TERMINATION OF APPOINTMENT OF SPECIAL ADMINISTRATOR

Rodney H. Dixon objects to Motion to Approve Payment of Special Administrator Fees and Costs and Attorney Fees and Establishing Procedure to Review and Approval of Future Fees and Costs; and in addition files a Motion for Termination of Appointment of Special Administrator based on blatant misrepresentations of material facts and violation of fiduciary duties.

I. RODNEY H. DIXON OBJECTS TO SPECIAL ADMINISTRATOR FEES AND COSTS AND ATTORNEY FEES DUE TO AN ALLEGED FAILURE OF ITS FUDUCIARY RESPONSIBILITY TO ALL INTERESTED PERSONS INSTEAD OF POTENTIAL HEIRS ONLY; AND A BLATANT DISREGARD FOR MATERIAL FACTS RELATING TO MR. DIXON'S CLAIMS AS AN INTERESTED PERSON IN PARTICULAR

Mr. Dixon believes and herein asserts that Bremer Trust, serving as Special Administrator has violated its duty as Special Administrator and therefore Motions the Court for its removal as Special Administrator. In accordance with Minnesota Statute 524.3-611 – Termination of Appointment by Removal; Cause: Procedure states as follows: (a) a person interested in the estate may petition for removal of a personal representative for cause at any time. Upon filing of the petition, the court shall fix a time and place for hearing. Except as otherwise ordered as provided in section 524.3-607, after receipt of notice of removal proceedings, the personal representative shall not act except to account, to correct

1 maladministration or preserve the estate. If removal is ordered, the court also shall direct by
2 order the disposition of the assets remaining in the name of, or under the control of, the personal
3 representative being removed.
4

5 (b) Cause for removal exists when removal is in the best interest of the estate, or if it is
6 shown that a personal representative or the person seeking the personal representative's
7 appointment intentionally misrepresented material facts in the proceedings leading to the
8 appointment or that the personal representative has disregarded an order of the court, has become
9 incapable of discharging the duties of office, or has mismanaged the estate or failed to perform
10 any duty pertaining to the office. In determining the best interests of the estate, the personal
11 representative's compensation and fees, and administrative expenses, shall also be considered.
12

13 Mr. Dixon believes and herein alleges that Bremer Trust have blatantly misrepresented
14 material facts in this Probate Matter relating to the claim of Mr. Dixon. It is hereby understood
15 that Mr. Dixon is legally construed as an Interested Person with an interest in the Estate.
16 Therefore, it is equally important to note that Bremer Trust owes a fiduciary duty to Mr. Dixon
17 but have failed in its fiduciary duties to Mr. Dixon. Mr. Dixon believes and herein asserts that
18 Bremer Trust have blatantly misrepresented material facts relating to Mr. Dixon's claims and as
19 such, Motions the Court for Termination of Appointment of Bremer Trust as Special
20 Administrator.
21
22

23 **II. BLATANT MISREPRESENTATIONS OF MATERIAL FACTS BY**
24 **BREMER TRUST RELATING TO THE CLAIMS OF RODNEY H. DIXON**

25 On or about August 5, 2016, Bremer Trust filed 'The Special Administrator's
26 Memorandum in Support of Motion to Dismiss Rodney Herachio Dixon's Purported Claim
27
28

1 against the Estate of Prince Rogers Nelson and in Response to Dixon’s Request for a Restraining
2 Order.’

3
4 In the Bremer Trust filing it states the following:

5 1. “Any transfer of copyright ownership, however, must be in writing and signed by the
6 owner. 17 U.S.C. § 204(a) (Execution of transfers of copyright ownership). Mr.
7 Dixon does not allege that any such writing exists and, indeed, alleges just the
8 opposite. Mr. Dixon’s theory is that he had a verbal or implied agreement with
9 Prince—not a written one.”

10
11 a. Mr. Dixon believes that Bremer Trust has blatantly misrepresented material
12 facts of his claims and thereby failed to perform its fiduciary duties to Mr.
13 Dixon in violation of Minnesota Statute 524.3-611.

14 b. In particular, Bremer Trust have failed to accurately state that 17 U.S.C. §
15 204(a) is not limited to execution by the owner. In fact, 17 U.S.C. § 204(a)
16 specifically includes execution provisions by the “authorized agent.”
17 Additionally, Bremer Trust stated that Mr. Dixon does not allege that any such
18 writing exists. However the record shows that those assertions by Bremer
19 Trust are blatantly false.
20

21
22 c. Mr. Dixon’s First Declaration dated April 27, 2016, Page 3 – Line 22, states
23 that there were “legal activities” in the years 1994-1995, which show forth
24 Prince’s conveyance of transfer of ownership to Rodney H. Dixon. In case
25 “legal activities” was confusing to Bremer Trust, although the legal activities
26 had to include written matter, and that the written conveyances were inserted
27 thereof, Bremer Trust had the option to seek out the matter more clearly.
28

- 1 d. However, Mr. Dixon makes it clear in his Second Declaration of Page 5 –
2 Line 24 stating that “The content in the lawsuit included but was not limited to
3 giving Prince Rogers Nelson the option not to reply and rather to submit to the
4 content embodied in the lawsuit.”
5
6 e. In case “content embodied in the lawsuit” wasn’t clear enough, Mr. Dixon
7 inserted over a hundred pages of case history and exhibits in his Third
8 Declaration with contract terms (written) inserted thereof.
9
10 f. In case Bremer Trust overlooked the fact that Mr. Dixon’s 3rd Declaration
11 included the written terms itself, he filed his 4th Declaration, Page 18 – Line 3
12 that states, “As it has been clearly noted time and time again the premise of
13 this matter is centered on an implied-in-fact agreement, and also includes
14 “written terms” that were executed by Prince’s authorized agent.”
15
16 g. Finally, Mr. Dixon filed a Memorandum before the August 5th deadline, and
17 its states on Page 15-Line 11, “Therefore, at-issue in this matter is simply
18 whether or not universally accepted implied-in-fact agreements and written
19 agreements are recognized by the Carver County District Court?”
20

21 Therefore, Mr. Dixon believes Bremer Trust knew or should have known that its
22 purported defenses included statements that are blatantly false.

23 **III. CONTINUED MISREPRESENTATIONS BY BREMER TRUST OF LAW**
24 **AND FACT**

25 Bremer Trust continued with its misrepresentations of Mr. Dixon’s claims; and more
26 importantly facts of events were misrepresented. Bremer Trust states on Page 3, “That lawsuit
27 was filed by Plaintiff “Rameses America Mercury” and named both Prince Rogers Nelson and
28

1 Warner Bros. Records, Inc., as defendants. Ex. 1 (docket). Prince was never served in the lawsuit
2 and never appeared in the lawsuit. See *id.* (docket); see also Ex. 2 (Warner Bros. Records brief
3 and Declaration of Ruth Anne Taylor indicating that Prince was never served and that Warner
4 Bros. did not and could not effect such service on Prince). Warner Bros. Records was not
5 properly served but filed a motion to dismiss, which was granted in 1995. See Ex. 1 (docket); Ex.
6 3 (Order Re Dismissal dated February 6, 1995); see also Ex. 2 at 2 (Warner Bros. Records brief
7 indicating that Warner Bros. Records was not properly served but elected to proceed with a
8 motion to dismiss). Mr. Dixon has not alleged that there was any judgment against Prince in the
9 lawsuit, and there was no such judgment against Prince, despite Mr. Dixon's request for a default
10 judgment. See Ex. 1 (docket); Ex. 4 (Request for Entry of Default). Apart from the lack of
11 service on Prince, Mr. Dixon's claims seeking copyright ownership in that 1994 lawsuit were not
12 legally cognizable then for the same reason that his claims in this matter are not legally
13 cognizable now. See *infra* Part II.B (As a Matter of Law, Mr. Dixon Fails to State a Claim for
14 Ownership of Any Copyrights). Furthermore, and in any event, there is a two-year statute of
15 limitations in California for breach of contract claims that are not based on a written document.
16 Cal. C. Code 339.1 ("Within two years: 1. An action upon a contract, obligation or liability not
17 founded upon an instrument of writing . . ."). Thus, Mr. Dixon's claims against Prince based on
18 an alleged verbal or implied agreement were time-barred two decades ago.

19
20
21
22
23 Mr. Dixon believes and herein alleges that Bremer Trust have again misrepresented the
24 claims and facts. Bremer Trust made the choice to focus on statements made by Ruth Anne
25 Taylor that contradict actual legal facts supported by Jerry Edelstein as Prince's duly authorized
26 agent (attorney-at-law), which took place after the Ruth Anne Taylor declaration.
27
28

1 In fact, Mr. Dixon's declarations has stated the involvement of Jerry Edelstein since the
2 first declaration filed in this Probate Matter April 27, 2016, and have continued referencing Jerry
3 Edelstein throughout. However, Bremer Trust have neglected to even mention Jerry Edelstein's
4 name. Bremer Trust had the authority to seek a deposition or other discovery from Jerry
5 Edelstein and failed to do so. In fact, chose not to do so for whatever reasons.

7 Notwithstanding, Bremer Trust representation that Mr. Dixon's material facts alleged
8 against Prince was somehow dismissed against Prince is a clear misrepresentation of the facts.
9 Bremer Trust either knows or should have known, based on the record that Prince was served via
10 Jerry Edelstein after the Ruth Anne Taylor declaration in addition to its referenced Entry of
11 Default. In fact, Warner Brothers Records were no longer an active participant in the matter
12 when Prince was served because Mr. Dixon and Warner Bros. came to an agreement that
13 released them from the matter. In fact, the matter was dismissed against Warner Bros. but not
14 against Prince. Bremer Trust either knew or should have known these facts based on the record.

17 Bremer Trust stated that Mr. Dixon did not have a cognizable claim. However, Bremer
18 Trust either knew or should have known the cognizable test was Prince's to decide. It is apparent
19 that Prince understood the claims as he agreed to them. However, Bremer Trust have attempted
20 to misrepresent yet another element of the matter referencing Warner Bros. as if they were
21 Prince.

23 Additionally, Bremer Trust either knew or should have known that the two-year statute of
24 limitations specified by Bremer Trust is not applicable in this matter. In fact, the law regarding
25 Breach of Contract begins at the point the breach is discovered, which was the year the lawsuit
26 was filed (12th year agreement). In that year, Prince agreed to a modified written agreement. Mr.
27 Dixon has specified in this Probate matter that Prince continued to use Mr. Dixon creations until
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1 the day he died. The intellectual properties were recovered by Prince in the year 2014. Mr. Dixon
2 have stated that Prince recovered the ownership not on his own behalf but also on Mr. Dixon's
3 behalf. Nevertheless, at no time have any person(s) ever suggested a statute of limitations before,
4 and Bremer Trust is barred from misrepresenting the issue now and using legal argument in error
5 supported by further misrepresentations.
6

7 Bremer Trust either knew or should have known they were barred from formulating a
8 defense on the part of Prince Rogers Nelson. Notwithstanding, Bremer Trust either knew or
9 should have known they were barred from forming a new defense outside of Court Order. In
10 particular, Bremer Trust had never formalized an argument regarding Statute of Limitations or
11 Service Processes prior to the Court Order filed on June 29, 2016 that crystalized its position.
12

13 Bremer Trust purported defense was based on Mr. Dixon filing a claim upon which relief
14 could not be granted under the law. Notwithstanding, Mr. Dixon asserted that a claim of a true
15 contract could be granted under the law. At the eleventh hour Bremer Trust filed additional
16 defenses outside of the scope of a Court Order knowing Mr. Dixon would not have time to
17 respond prior to deadline. Notwithstanding, the additional purported defenses are blatant
18 misrepresentations of laws and facts and misrepresentations of Mr. Dixon's claims anyway.
19

20 **IV. MORE MISREPRESENTATIONS BY BREMER TRUST OF CLAIMS**
21 **MADE BY MR. DIXON AND LAWS AND FACTS**
22

23 Bremer Trust states, "Mr. Dixon's claim against the Estate should be dismissed for
24 failure to state a claim upon which relief may be granted pursuant to Minnesota Rule of Civil
25 Procedure 12.02(e). See id. Mr. Dixon was never granted leave of the Court to file amended or
26 supplemental claims following Bremer Trust's Motion to Dismiss, but Mr. Dixon continued to
27 file multiple documents with the Court."
28

1 Mr. Dixon believes and asserts that Bremer Trust either knew or should have known,
2 especially since they cited Minnesota Rule of Civil Procedure 12.02(e), that the code in and of
3 itself allows for additional factual evidence and legal argument to be included in a Probate
4 proceeding that supports its assertions or contentions. However, Bremer Trust have argued that
5 the court never granted leave of the Court to Mr. Dixon. It appears that Bremer Trust have
6 misrepresented this matter altogether as if this was a litigation against Bremer Trust rather than a
7 contract claim against the Estate of Prince Rogers Nelson. Notwithstanding, it appears that
8 Bremer Trust have acted as if this was a Criminal Case (Beyond a reasonable doubt) rather than
9 a Probate Contract Claim (Preponderance of the Evidence).
10
11

12 Bremer Trust again states on Page 7 the following, "In none of the documents that Mr.
13 Dixon has filed with the Court does Mr. Dixon allege that his alleged agreement with Prince to
14 transfer intellectual property to Mr. Dixon was in writing. Instead, as demonstrated above, Mr.
15 Dixon alleges just the opposite. Further, despite Mr. Dixon's multiple filings, Mr. Dixon has not
16 produced evidence of any written agreement, confirming that no such document exists."
17

18 However, Mr. Dixon believes and therefore alleges that Bremer Trust either knew or
19 should have known that "conveyance" in accordance with the law includes the term "any
20 conveyance." Therefore, a written conveyance would be applicable even if it was written on a
21 napkin. The fact of the matter is Bremer Trust had to know the terms were written or else how
22 would Prince allow his authorized agent to allow the claim? What would Prince allow if the
23 terms were not written?
24

25 In accordance with California Civil Code Section 1213 – "Every conveyance of real
26 property or an estate for years therein acknowledged or proved or certified and recorded as
27 prescribed by law from the time it is filed with the recorder for record is constructive notice of
28

1 the contents thereof to subsequent purchasers and mortgagees; and a certified copy of such
2 recorded conveyance may be recorded in any other county and when so recorded the record
3 thereof shall have the same force or effect as though it was of the original conveyance and where
4 the original conveyance has been recorded in any county wherein the property therein mentioned
5 is not situated a certified copy of the recorded conveyance may be recorded in the county where
6 such property is situated with the same force and effect as if the original conveyance had been
7 recorded in that county.”
8

9
10 Mr. Dixon believes and herein alleges that Bremer Trust either knew or should have
11 known that the content filed by Mr. Dixon, and agreed to by Prince contained the provisions of
12 the agreement that both men agreed to and executed by Prince’s duly authorized agent Jerry
13 Edelstein. That notice is constructive for Bremer Trust and anyone else for that matter. However,
14 Bremer Trust continues to misrepresent this fact stating Mr. Dixon doesn’t allege the agreement
15 was in writing. According to the code even a note or memorandum would suffice. An agreement
16 doesn’t have to be conveyed in the manner an attorney would do it.
17

18 Bremer Trust further states, “Mr. Dixon’s multiple filings do not allege a legally
19 sufficient claim for relief. Mr. Dixon consistently alleges that he had a verbal or implied
20 agreement with Prince to transfer Prince’s intellectual property to Mr. Dixon. Federal law,
21 however, provides that any transfer of copyright ownership must be in writing. 17 U.S.C. §
22 204(a) (“A transfer of copyright ownership, other than by operation of law, is not valid unless an
23 instrument of conveyance, or a note or memorandum of the transfer, is in writing and signed by
24 the owner of the rights conveyed or such owner’s duly authorized agent.”).⁴ Mr. Dixon does not
25 allege that there is any written and signed transfer of copyright ownership, nor has he produced
26 evidence of any such writing.”
27
28

1 It appears that throughout the Bremer Trust narrative they have mounted a defense
2 completely on misrepresentations, and that Bremer Trust either knew or should have known
3 these were blatant misrepresentations of Mr. Dixon's claims. Notwithstanding, Bremer Trust did
4 come around on Page 10, stating that 17 U.S.C. 204(a) includes the language "duly authorized
5 agent." However, Bremer Trust quickly pivots back to further misrepresentations regarding
6 transfer of copyright ownership by falsely stating that Mr. Dixon never alleges a writing exists.
7 Notwithstanding, Bremer Trust have misrepresented Mr. Dixon's claims by leaving out the fact
8 \$1 Billion dollars and rights of usage for the income that produces the property is applicable
9 under an implied-in-fact agreement, in addition to the fact Mr. Dixon does allege the agreement
10 is in writing, and produced writings as evidence, with execution of writings by Prince's duly
11 authorized agent in accordance with 17 U.S.C. 204(a) as evidence.
12

13
14 Additionally, Bremer Trust states, "Finally, Mr. Dixon's citation to a 1956 decision by
15 the California Supreme Court does not change the conclusion that an alleged transfer of
16 copyright ownership via a verbal or implied agreement is not legally cognizable. See Doc. No.
17 52 (Dixon Second Decl.) at 3-4 (citing *Desny v. Wilder*, 299 P.2d 257 (Cal. 1956)); Doc. No.158
18 (Dixon Third Decl.) at 35 (citing *Desny*). The *Desny* decision involved an implied contract with
19 respect to a story that had been submitted by a writer to a producer. See generally *Desny v.*
20 *Wilder*, 299 P.2d 257 (Cal. 1956). The decision did not involve or speak to an allegation that
21 ownership of copyrights had been transferred via a verbal or implied agreement, as Mr. Dixon
22 contends here. See generally *id.* Accordingly, the *Desny* decision is inapplicable to Mr. Dixon's
23 claim against the Estate."
24

25
26 Mr. Dixon believes and herein alleges that Bremer Trust either knew or should have
27 known that Mr. Dixon's music was used by Prince as an artist/producer and that such usage
28

1 could not be given without compensation. The record clearly shows that Mr. Dixon has made
2 this claim clear since 1994 and Prince did not contend against these claims. The entire matter
3 started in 1982 when Prince offered to Mr. Dixon an agreement for Mr. Dixon's songwriting
4 services. However, Bremer Trust have misrepresented the Desny citing by selectively leaving out
5 the fact that Mr. Dixon's creative works were protected by Desny guaranteeing Mr. Dixon
6 payment for his works according to his contract agreement with Prince.
7

8 **V. MOTION FOR TERMINATION OF APPOINTMENT OF SPECIAL**
9 **ADMINISTRATOR**
10

11 In accordance with Minnesota Law Section 524.3-703(a) ~ General Duties; Relation and
12 Liability to Persons Interested in Estate; Standing to Sue; "A personal representative is a
13 fiduciary who shall observe the standards of care in dealing with the estate assets that would be
14 observed by a prudent person dealing with the property of another, and if the personal
15 representative has special skills or is named personal representative on a basis of representation
16 of special skills or expertise, the personal representative is under a duty to use those skills. A
17 personal representative is under a duty to settle and distribute the estate of the decedent in
18 accordance with the terms of any probated and effective will and applicable law, and as
19 expeditiously and efficiently as is consistent with the best interest of the estate. The personal
20 representative shall use the authority conferred by applicable law, the terms of the will, if any,
21 and any order in proceedings to which the personal representative is party for the best interest of
22 successors to the estate."
23
24

25 Mr. Dixon is an interested person in this matter. Mr. Dixon has a contract claim against
26 the Estate of Prince Rogers Nelson. Mr. Dixon has provided documentation that supports his
27 claims. It is obvious from the documented evidence submitted by Mr. Dixon his claims are far
28

1 from frivolous. However, Bremer Trust have failed to perform its proper due diligence regarding
2 Mr. Dixon's claims. Bremer Trust declined discovery in this matter. More importantly Bremer
3 Trust have grossly misrepresented Mr. Dixon's claims and misrepresented laws and facts.
4 Therefore, Mr. Dixon believes and herein alleges that Bremer Trust has clearly violated
5 Minnesota Statute Section 524.3-611.
6

7 Therefore, Mr. Dixon hereby Motions to the Court to Terminate the Appointment of
8 Special Administrator Bremer Trust. Mr. Dixon believes that Bremer Trust have failed in its
9 duties to fairly administer the Estate of Prince Rogers Nelson in regard to Mr. Dixon's claims.
10

11 VI. CONCLUSION

12 Rodney Herachio Dixon and Prince Rogers Nelson went about their business in the way
13 they chose to do it. They didn't break any laws doing it. They had fun going about it the way
14 they wanted to. Bremer Trust have failed to investigate Mr. Dixon's claims in regard to Prince's
15 reason for acceptance of these claims, and have therefore failed in its duties as Special
16 Administrator. At the end of the day all that matters is if Prince accepted the claims? Bremer
17 Trust as Special Administrator neglected to go about this process to discover that truth and
18 therefore violated its fiduciary duty to the Estate by misrepresenting Mr. Dixon's claims, or they
19 know the truth and have intentionally attempted to deceive the court and public.
20

21 Rodney Herachio Dixon and Prince Rogers Nelson went about filing important
22 document's in official governmental safeguards so that the documentation would be preserved.
23 Mr. Dixon filed the agreement terms with Prince in a court of law that were agreed to by Prince.
24 Prince filed documents that were important inside the Library of Congress. For example, Prince
25 filed a document titled '\$ and 964 titles' with the Library of Congress – Document
26 V9914D228P1-47. Not only are there music titles registered but an agreement as well. This
27
28

1 agreement is in conjunction with NPG Music Publishing, LLC. This filing was Certified on
2 January 8, 2016 and Recorded February 4, 2016 (**Exhibit A**).

3 The first document in the filing is titled '\$ / By Prince Rogers Nelson et al. (i.e. \$ and
4 Intellectual Properties) (**Exhibit B**).

5 NPG Music Publishing, LLC is a California Company in addition to NPG Records, Inc.
6 (also a California Company). Not many people register contracts as copyrights by the way.
7 However, Mr. Dixon filed his lawsuit with contract terms in the Library of Congress in
8 September 13, 1995 – Txu000704673 (**Exhibit C**). Prince liked that idea and did it himself on
9 January 8, 2016.
10
11

12 Notwithstanding, since Bremer Trust accepted the position of Special Administrator it is
13 their responsibility to vet all claims thoroughly before throwing out misrepresentations as
14 defenses. Instead, Bremer Trust have opted to misrepresent Mr. Dixon's claims, laws, and facts
15 without seeking discovery which would have led them to the truth. In fact, Bremer Trust could
16 have just talked with Mr. Dixon and perhaps this issue would not be in a proceeding now.
17

18 **VII. BREMER TRUST NARROWLY FOCUSING ON POTENTIAL HEIRS**
19 **DOES NOT SET ASIDE ITS FIDUCIARY DUTY TO PERSONS WITH**
20 **INTEREST IN THE ESTATE**
21

22 In accordance with Minnesota Law Section 524.3-712 – Improper Exercise of Power;
23 Breach of Fiduciary Duty stating “if the exercise of power concerning the estate is improper, the
24 personal representative is liable to interested persons for damage or loss resulting from breach of
25 fiduciary duty to the same extent as a trustee of an express trust. The rights of purchasers and
26 others dealing with a personal representative shall be determined as provided in sections 524.3-
27 713 and 524.3-714.”
28

1 Mr. Dixon believes and herein alleges that Bremer Trust have failed in its fiduciary duty,
2 regarding his claims in particular, and therefore objects to the Motion to Approve Payment of
3 Special Administrator's Fees and Costs, and Attorneys' Fees, and Establishing Procedure for
4 Review and Approval of Future Fees and Costs and Expenses.
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6 Bremer Trust first centered its claims on the allegation that Mr. Dixon's claims, even if
7 true, does not warrant relief under the law. Bremer Trust pivoted on this contention with
8 misrepresentations that purport that Mr. Dixon does not allege an agreement was in writing.
9 Therefore, it appears that Bremer Trust has decided to misrepresent Mr. Dixon's claims to the
10 Court and the public. Mr. Dixon therefore requests oral argument on September 9, 2016 at
11 8:30am at the Carver County Judicial Center in order to discuss these misrepresentations and
12 Bremer Trust's role as Special Administrator with fiduciary duties to all interested persons in the
13 Estate of Prince Rogers Nelson.
14

15 VERIFICATION

16
17 I, Rodney Herachio Dixon, declare, I am the Petitioner in the above-entitled matter. I
18 have read the foregoing Objection to Motion to Approve Payment of Special Administrator Fees
19 and Costs and Attorneys' Fees and Establishing Procedure For Review and Approval of Future
20 Fees and Costs and Expenses by Rodney H. Dixon, and I know the contents thereof.
21

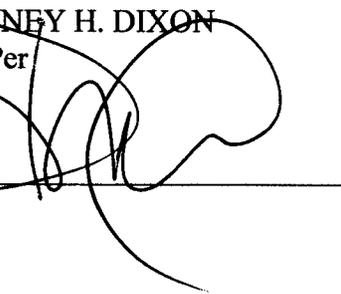
22 The same is true of my own knowledge, except as to those matters which are therein
23 stated on information and belief, and, as to those matters, I believe it to be true.
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Executed on September 1, 2016, at Riverside County, California.

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

Dated: September 1, 2016

RODNEY H. DIXON
Pro Per

By: 

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EXHIBIT A

Copyright

United States Copyright Office

This list contains titles in document **V9914D228**

Document title: \$ and 964 titles.

The complete document is: **V9914 D228 P1-47**

List of titles:

- 001 \$ / By Prince Nelson Rogers et al.
- 002 (There'll never B) another like me.
- 003 Back to the lotus.
- 004 '03 Bonnie & Clyde.
- 005 1+1+1 is 3.
- 006 100 miles an hour.
- 007 1000 X's & O's.
- 008 101.
- 009 17.
- 010 17 days.
- 011 18 and over.
- 012 1-800-New Funk ad.
- 013 1999.
- 014 1999 (acapella)
- 015 1999 (keep steppin')
- 016 1999 (Rosario)
- 017 1999 (Rosie Doug E in a deep house)
- 018 1999 (take)
- 019 1999 (The inevitable mix)
- 020 1999 (The new master)
- 021 2 nigs United 4 West Compton.
- 022 2 the wire.
- 023 2 Whom It May Concern.
- 024 200 balloons.
- 025 2045 radical man.
- 026 2045 radical man.
- 027 2gether.
- 028 2morrow.
- 029 2nite.

EXHIBIT B

Copyright

United States Copyright Office

[Help](#) [Search](#) [History](#) [Titles](#) [Start Over](#)

Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = NPG

Search Results: Displaying 20 of 120 entries

[◀ previous](#) [next ▶](#)



\$ and 964 titles.

Type of Work: Recorded Document

Document Number: V9914D228

Date of Recordation: 2016-02-04

Entire Copyright Document: V9914 D228 P1-47

Date of Execution: as of 4Apr14

Date of Certification: 01/08/2016

Title: \$ and 964 titles.

Notes: Exclusive songwriter agreement.

Party 1: Prince R Nelson

Party 2: NPG Music Publishing, LLC.

Links: [List of Titles](#)

Names: [Nelson, Prince R](#)

[NPG Music Publishing, LLC.](#)

[◀ previous](#) [next ▶](#)

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EXHIBIT C

