

**FILED**

STATE OF MINNESOTA  
COUNTY OF CARVER

SEP 16 2016  
**CARVER COUNTY COURTS**

DISTRICT COURT  
FIRST JUDICIAL DISTRICT

Court File No. 10-PR-16-46

In Re: Estate of:

Prince Rogers Nelson,

Deceased.

**ORDER & JUDGMENT  
GRANTING  
MOTION TO DISMISS**

The above-entitled matter came on before the Honorable Kevin W. Eide, Judge of District Court, without a hearing, pursuant to the Special Administrator's Motion to Dismiss Rodney Herachio Dixon's claims against the Estate of Prince Rogers Nelson. In an Order filed June 29, 2016, this Court directed the parties to submit any additional factual record and legal argument on the Special Administrator's Motion to Dismiss by no later than August 5, 2016, and stated that this motion to dismiss will be considered on the written record only unless either party requests oral argument. As neither party requested oral argument, the Court took the matter under advisement as of August 5, 2016.

The Court, having been duly advised in the premises, and based upon the pleadings, arguments, and all files and records herein, makes the following:

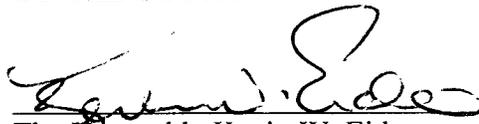
**ORDER**

1. The Special Administrator's motion to dismiss Rodney Herachio Dixon's claims against the Estate of Prince Rogers Nelson is GRANTED. Rodney Herachio Dixon's claims against the Estate of Prince Rogers Nelson are DISMISSED WITH PREJUDICE.
2. Having granted the Special Administrator's motion to dismiss, Rodney Herachio Dixon's requests for summary judgment and for a restraining order are respectfully DENIED.
3. The attached Memorandum is incorporated herein by reference.

**LET JUDGMENT BE ENTERED ACCORDINGLY.**

BY THE COURT:

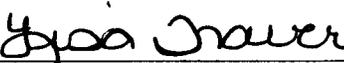
Dated: August 25, 2016

  
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 The Honorable Kevin W. Eide  
 Judge of District Court

I do hereby certify that the foregoing Order constitutes the Judgment of this Court.

Kristen Trebil-Halbersma  
Court Administrator  
Carver County, MN

Dated: August 29, 2016

  
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Deputy

## MEMORANDUM

### Factual Background & Procedural History

In connection with the motion, the Court has reviewed the following documents:

1. Declaration, Petition & Demand for Notice of Rodney Dixon filed April 27, 2016;
2. Bremer Trust's Motion to Dismiss Rodney Herachio Dixon's Purported Claim Against the Estate of Prince Rogers Nelson filed April 29, 2016;
3. Declaration in Support of Petition, Demand for Notice, and Recovery of Rodney H. Dixon filed May 10, 2016;
4. Third Declaration in Support of Petition for Allowance of Claims of Rodney Dixon / Motion for Bremer Trust to Show Cause for Its Purported Defenses filed June 13, 2016;
5. Fourth Declaration in Response to Motion to Dismiss by Bremer Trust in Response to Petition for Allowance by Rodney H. Dixon; and Petitioner [sic] Motion for Summary Judgment filed June 27, 2016;
6. Petition Restraining Special Administrator Bremer Trust from Selling Assets of the Estate of Prince Rogers Nelson filed August 3, 2016;
7. The Special Administrator's Memorandum in Support of Motion to Dismiss Rodney Herachio Dixon's Purported Claim against the Estate of Prince Rogers Nelson and In Response to Dixon's Request for a Restraining Order filed August 5, 2016;
8. Affidavit of Katherine A. Moerke filed August 5, 2016; and
9. Memorandum of Rodney H. Dixon In Support of His Position and Petition for Allowance & Motion for Summary Judgment In Response to a Court Order; and

Against a Motion to Dismiss and Notice of Disallowance Filed by Bremer Trust filed August 9, 2016.

Rodney Herachio Dixon (hereafter “Dixon”) alleges he met Decedent in 1982 while Decedent was performing in the “Controversy Tour.” Dixon states that because of his size, he was asked to escort Decedent to his tour bus. Decedent then allegedly asked Dixon if he produced music, and Dixon stated he was a college student playing basketball, but that he did also make music. Decedent asked Dixon for a demo tape and allegedly told Dixon that because Dixon had helped him, he would help Dixon. Decedent allegedly told Dixon he could make Dixon a millionaire after three years; and if he failed to do that, he could make him a billionaire after twelve years. Neither these statements nor the alleged agreement stemming from this discussion were ever formalized into a written contract.

It appears from the claims presented that Dixon neither became a millionaire by 1985 nor a billionaire by 1994. In 1994, Dixon commenced litigation in California Superior Court File BC113137, under an alias, Rameses America Mercury, against Warner Brothers Records and Decedent. That litigation involved essentially the same claims Dixon makes here; (1) that he is the “sole and exclusive owner of all intellectual properties” held by Decedent; and (2) that he is entitled to \$1 billion dollars in damages based upon his “implied agreement” with Decedent. Though Dixon’s claims against Warner Brothers Records were dismissed on February 6, 1995, it does not appear his claims against Decedent were ever addressed. Submitted Affidavits of service purport to have served an attorney for Decedent named Jerry Edelstein with Dixon’s Complaint on March 24, 1995; and his Request for Entry of Default on June 7, 1995. California court records do not show Dixon’s Request for Entry of Default was ever granted.

Dixon now claims Decedent agreed to assign his intellectual property ownership and \$1 billion dollars via a “Verbal and Implied Agreement” prior to the 1994 litigation, that he and Decedent consummated the Implied Agreement in 1995 after the lawsuit was filed, and that Decedent’s failure to defend against the 1994 litigation and failure to leave a will evidence his acknowledgment of the validity of Dixon’s claims.

### **Legal Analysis**

A complaint which fails to state a claim upon which relief can be granted must be dismissed. Minn. R. Civ. P. 12.02(e). In considering a motion to dismiss pursuant to Rule

12.02, a complaint's allegations must be accepted as true and viewed in the light most favorable to the plaintiff. *North Star Legal Found. v. Honeywell Project*, 355 N.W.2d 186, 188 (Minn. Ct. App. 1984), review denied (Minn. Jan. 2, 1985). The only question before the court is whether the complaint sets forth a legally sufficient claim for relief. *Elize v. Commissioner of Public Safety*, 298 N.W.2d 29, 32 (Minn. 1980). Whether the plaintiff can prove the facts alleged is immaterial. *Id.* A claim prevails against a motion to dismiss if it is possible on any evidence which might be produced, consistent with the pleader's theory, to grant the relief demanded. *Geldert v. American Nat'l Bank*, 506 N.W.2d 22, 25 (Minn. Ct. App. 1993) (citations omitted), review denied (Minn. Nov. 16, 1993). A pleading will be dismissed only if it appears to a certainty that no facts, which could be introduced consistent with the pleading, exist which would support granting the relief demanded. *Id.*, citing *Northern States Power Co. v. Franklin*, 122 N.W.2d 26, 29 (Minn. 1963).

A contract implied-in-fact is one inferred from the circumstances and conduct of the parties. *Roberge v. Cambridge Co-op Creamery Co.*, 79 N.W.2d 142, 146 (Minn. 1956). A contract implied in fact is in all respects a true contract requiring a meeting of the minds. *Id.* at 145. It differs from an express contract mainly in the manner mutual assent is proved. *Capital Warehouse Co. v. McGill-Warner-Farnham Co.*, 149 N.W.2d 31 (Minn. 1967).

The formation of a contract requires communication of a specific and definite offer, acceptance, and consideration. *Commercial Assocs., Inc. v. Work Connection, Inc.*, 712 N.W.2d 772, 782 (Minn. Ct. App. 2006) (citing *Pine River State Bank v. Mettelle*, 333 N.W.2d 622, 626–27 (Minn. 1983)). Formation of a contract is judged by the objective conduct of the parties rather than their subjective intent. *Id.* (citing *Cederstrand v. Lutheran Bhd.*, 117 N.W.2d 213, 221 (Minn. 1962)).

Dixon claims he is entitled to an award of \$1 billion dollars and ownership of Decedent's intellectual property based upon an "implied-in-fact" agreement with Decedent stemming from 1982, and Decedent's failure to challenge Dixon's 1994 California lawsuit. He fails, however, to establish that he ever had a valid contract with Decedent. Dixon claims Decedent told him he would make him a millionaire within three years or a billionaire within twelve years; however offers no corroboration of this offer, or evidence of consideration in exchange for Decedent's promise, other than to suggest that because Dixon escorted Decedent to his tour bus, Decedent

said he would help Dixon. Even if the Court presumed Dixon and Decedent had an enforceable contract, any claim for breach of that contract would now be time-barred by both the Minnesota and California statutes of limitation. If Dixon had a valid contract with Decedent, and assuming the contract was breached in 1994 by Decedent's failure to pay Dixon \$1 billion dollars, in Minnesota he would have had six years thereafter (or through the year 2000) to bring a claim against Decedent before it was time-barred. *See* Minn. Stat. §541.05 (2015). If Dixon had obtained a judgment in the California litigation, he would have had ten years thereafter (or until 2004) in which to initiate his collection efforts. *See* Minn. Stat. §541.04 (2015).<sup>1</sup> But Dixon did not have a valid contract with Decedent, nor did he obtain a judgment against Decedent. The fact that Decedent never contested Dixon's claims in the California litigation nor prepared a will is immaterial. Dixon has failed to establish the existence of an implied-in-fact contract with Decedent, and regardless would be time-barred from seeking enforcement for its breach. As a result, the Special Administrator's motion for dismissal is GRANTED.

K.W.E.

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<sup>1</sup> In California, the limitation period for enforcement of an oral contract is two years; and, like Minnesota, the time in which to collect a judgment is ten years. *See* Cal. Civ. Proc. Code §§ 339 & 683.020.