

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Rodney H. Dixon
29635 Troon Court
Murrieta, California 92563
(805) 768-4474

Pro Per

FILED

APR 27 2016

CARVER COUNTY COURTS
10-PR-16-46

STATE OF MINNESOTA, COUNTY OF CARVER
CARVER COUNTY DISTRICT COURT

Case No. 10-PR-16-46

Rodney Herachio Dixon
Petitioner
vs.
The Estate of Prince Rogers Nelson
Paisley Park Estate
PRN Productions, et al
Does 1 – 99
Respondent(s)

**DECLARATION, PETITION & DEMAND
FOR NOTICE OF RODNEY H. DIXON**

THE DECLARATION OF RODNEY H. DIXON

1
2 This Declaration of Rodney H. Dixon includes but is not limited to a Petition to the Carver
3 County District Court that the claims made by Rodney H. Dixon related to intellectual property
4 assets asserted to be solely owned and controlled by Prince Rogers Nelson at his time of death,
5 be removed from the Probate proceedings to be handled by a Special Administration in the State
6 of Minnesota, Carver County District Court. In particular, the intellectual properties included but
7 not limited to music copyrights outside and inside of the vault that are alleged to be solely owned
8 and controlled by Prince Rogers Nelson at time of death are not solely owned and controlled by
9 Prince Rogers Nelson at his time of death.

10 Notwithstanding, this Declaration and Petition also includes but is not limited to a Demand For
11 Notice as an attachment (Exhibit B).

12 This Declaration and Petition is based on at least Case No. BC113137, that took place in the Los
13 Angeles Superior Court, County of Los Angeles in the years 1994-1995.

14 I. I, Rodney H. Dixon, do hereby believe and assert that I am the sole and exclusive
15 owner of all intellectual properties after the death of Prince Rogers Nelson.

16 II. Therefore, I hereby Petition to the court that any and all Intellectual Properties
17 held by Prince Rogers Nelson at his time of death be removed from the Probate
18 proceedings.

19 III. I hereby request from the court that I be allowed into the Probate proceedings as
20 an Interested Observer for any and all activities therewith.

21 IV. I hereby request from the court that my Demand For Notice is accepted before the
22 court.

23 V. I, Rodney H. Dixon have filed a Declaration in the State of California, County of
24 Los Angeles regarding the clear ownership relating to the music catalog/vault of
25 Prince Rogers Nelson in possession of Prince Rogers Nelson upon his death.

26 1. It is fact, that Prince Rogers Nelson did not leave a will to any of his family
27 members or any other relatives at all. It is therefore clear that leaving his estate to
28

THE DECLARATION OF RODNEY H. DIXON

1
2 This Declaration of Rodney H. Dixon includes but is not limited to a Petition to the Carver
3 County District Court that the claims made by Rodney H. Dixon related to intellectual property
4 assets asserted to be solely owned and controlled by Prince Rogers Nelson at his time of death,
5 be removed from the Probate proceedings to be handled by a Special Administration in the State
6 of Minnesota, Carver County District Court. In particular, the intellectual properties included but
7 not limited to music copyrights outside and inside of the vault that are alleged to be solely owned
8 and controlled by Prince Rogers Nelson at time of death are not solely owned and controlled by
9 Prince Rogers Nelson at his time of death.

10 Notwithstanding, this Declaration and Petition also includes but is not limited to a Demand For
11 Notice as an attachment (Exhibit B).

12 This Declaration and Petition is based on at least Case No. BC113137, that took place in the Los
13 Angeles Superior Court, County of Los Angeles in the years 1994-1995.

- 14 I. I, Rodney H. Dixon, do hereby believe and assert that I am the sole and exclusive
15 owner of all intellectual properties after the death of Prince Rogers Nelson.
- 16 II. Therefore, I hereby Petition to the court that any and all Intellectual Properties
17 held by Prince Rogers Nelson at his time of death be removed from the Probate
18 proceedings.
- 19 III. I hereby request from the court that I be allowed into the Probate proceedings as
20 an Interested Observer for any and all activities therewith.
- 21 IV. I hereby request from the court that my Demand For Notice is accepted before the
22 court.
- 23 V. I, Rodney H. Dixon have filed a Declaration in the State of California, County of
24 Los Angeles regarding the clear ownership relating to the music catalog/vault of
25 Prince Rogers Nelson in possession of Prince Rogers Nelson upon his death.
- 26 1. It is fact, that Prince Rogers Nelson did not leave a will to any of his family
27 members or any other relatives at all. It is therefore clear that leaving his estate to
28

1 any family member(s) or relative(s) was "not his will" nor could he effectively do
2 so.

3 2. It is a fact that Prince Rogers Nelson did not leave a "will" to any person(s) or
4 entities regarding his estate, and he elected not to do because of being prohibited
5 by his conveyance of transfer of ownership to Rodney H. Dixon in the year 1995.

6 3. I, Rodney H. Dixon, hereby assert that none other person(s) in the world can show
7 forth the "will" of Prince Rogers Nelson with legal documentation relating to
8 copyright ownership of his music catalog/vault to transfer to anyone else upon his
9 death.

10 4. The information provided in this declaration is supported by legal jurisprudence.
11 In particular, there were two legal cases that took place in the Superior Court of
12 California in the counties of Los Angeles and San Bernardino in the years 1994
13 and 1995 respectively that assert Prince Rogers Nelson's conveyance of transfer
14 of his music catalog/vault to Rodney H. Dixon and \$1 Billion.

15 5. I hereby assert that the actions of Prince Rogers Nelson regarding these two cases
16 show forth his "will" in regard to his estate relating to the music catalog/vault that
17 has been at-issue since the year 1994 from activity stemming from the year 1982.

18 6. I further contend that the conveyance of transfer by the actions of Prince Rogers
19 Nelson constitute an "implied agreement" between Prince Rogers Nelson and
20 Rodney Herachio Dixon relating to the music catalog/vault at-issue prior to his
21 death as illustrated by copyright law.

22 7. I, Rodney H. Dixon, further assert that his reason for not writing another "will"
23 for his estate is due to legal activities that took place in the years 1994-1995,
24 which show forth his conveyance of transfer of ownership to Rodney H. Dixon
25 that would prohibit Prince Rogers Nelson from bequeathing a will to anyone else.

26 8. I hereby assert that no other "will" is on display because the "will" of Prince
27 Rogers Nelson regarding his Estate had already been made apparent by his
28 conveyance of transfer to Rodney H. Dixon as reflected by his actions relating to

1 these cases that are forever recorded on court documents in the State of
2 California.

3 9. I, Rodney H. Dixon, declare that my current legal name is Rodney H. Dixon, but
4 that I initiated the legal activity as described in this Declaration regarding Prince
5 Rogers Nelson under the following names:

6
7 A. Aeris Alexander Mercury

8 B. Rameses America Mercury

9 10. The case involving Prince Rogers Nelson and Mercury/Dixon is rooted in
10 copyright law and agreements thereof relating to original and derivative works
11 with a conveyance of transfer based on actions of the principals therewith.

12
13 11. The principals in this matter are Rodney H. Dixon and Prince Rogers Nelson.

14 12. The content of these cases inserted into the State of California, Superior Court of
15 Los Angeles and San Bernardino Counties in the years 1994-1995 is premised on
16 an agreement between Prince Rogers Nelson and Mercury/Dixon valued at \$1
17 Billion.

18
19 13. The contents in the case inserted into the State of California, Superior Court of
20 Los Angeles and San Bernardino Counties in the years 1994-1995 is premised on
21 the conveyance of transfer by Prince Rogers Nelson submitting to the
22 Mercury/Dixon the ownership of his music catalog/vault.

23
24 14. The decision by the Superior Court of California – County of Los Angeles
25 relating to the claim for \$1 Billion and Music Catalog/Vault was “Dismissed”
26 against Warner Brothers Records - but not against Prince Rogers Nelson, as
27 recorded in court documents for the case BC113137.
28

- 1 15. Specifically, the court stated to Mercury/Dixon that since Prince Rogers Nelson
2 was the person that made the agreement, Mercury/Dixon would need to collect
3 what was owed from Prince Rogers Nelson instead of Warner Brothers Records.
4
- 5 16. Notwithstanding, the \$1 Billion agreement and music catalog/vault was still at-
6 issue. The ownership to the vault was not regained by Prince Rogers Nelson until
7 2014 on behalf of Rodney H. Dixon.
- 8 17. The second legal venue initiated by Mercury/Dixon in 1995 was filed in the
9 County of San Bernardino.
- 10 18. Mercury/Dixon was afforded an Entry of Default against Prince Rogers Nelson
11 but was denied a Default Judgment as it related to Service of Process. In
12 particular, Mercury/Dixon was asked to bring the legal service processor to court
13 to testify to proper service compliance.
14
- 15 19. Mercury/Dixon brought in a Beverly Hills Sheriff that served the legal
16 representative for Prince Rogers Nelson named Jerry Edelstein. The deputy
17 testified that Jerry Edelstein of Edelstein, Laird & Sobel, LLP not only accepted
18 the service process, but that Jerry Edelstein stated he was the legal representative
19 of Prince Rogers Nelson for the cases filed by Mercury/Dixon specifically. The
20 deputy also stated that Jerry Edelstein voluntarily added that Prince Rogers
21 Nelson was fully aware of the cases.
22
- 23 20. It is a fact that Prince Rogers Nelson did not contest any of the claims made by
24 Mercury/Dixon, nor did any of his legal representatives, and as such conveyed to
25 the will of Rodney H. Dixon. In fact, many believed a simple Quash of the
26 Complaint or Demurrer by representatives of Prince Rogers Nelson would have
27
28

1 sufficed to garner a complete Dismissal of all claims made by Mercury/Dixon.
2 Notwithstanding, the tests of a Default Judgment against Prince Rogers Nelson
3 were met as Prince Rogers Nelson refused to contend.
4

5 21. Simply put, Prince Rogers Nelson and Mercury/Dixon agreed that Mercury/Dixon
6 was the recipient of \$1 Billion and the Catalog/Vault ownership by the actions
7 that ensued.

8 22. In accordance with 17 U.S. Code Section 201 – Ownership of Copyright sub-
9 sections (a), (b), (1), and (2), not even the Superior Court of the County of San
10 Bernardino holds the legal authority to change the transfer of ownership conveyed
11 by Prince Rogers Nelson to Rodney H. Dixon.
12

13 23. The Estate of Prince Rogers Nelson, Paisley Park Estate, etc. is valued at \$300
14 million. Additionally, the catalog/vault is rumored to have value at \$500 million
15 for a total value of approximately \$800 million unofficially, which is near the
16 value ascertained by Rodney H. Dixon and agreed to by Prince Rogers Nelson in
17 1995.
18

19 24. Therefore by virtue of the conveyance of transfer to Rodney H. Dixon by Prince
20 Rogers Nelson in the year 1995, we believe and hereby contend that Rodney H.
21 Dixon is the sole and exclusive owner of the entire music catalog/vault of the
22 Estate of Prince Rogers Nelson.
23

24 25. Simply put, as ascertained by years of communication and counsel between
25 Prince Rogers Nelson and Mercury/Dixon, Rodney H. Dixon is the one and only
26 person Prince Rogers Nelson could trust to be the executor of his estate.
27
28

CONCLUSION

I, Rodney H. Dixon, am prepared to bring forth supportive documentation and eyewitnesses to support the claims made in this Declaration and Petition before any Probate Court or any other court of competent jurisdiction, if and when there is a contention to these claims initiated by any others claiming ownership and/or rights to the music catalog/vault of Prince Rogers Nelson or estate overall.

I, Rodney H. Dixon do hereby believe the facts as outlined in this Declaration and Petition that is supported by court records in the State of California. I believe and therefore assert as follows:

1. I, Rodney H. Dixon am the sole and exclusive owner of the music catalog/vault held in trust by Prince Rogers Nelson before his death.
2. I, Rodney H. Dixon am the controlling person of the:
 - a. ideas, manuscripts, books, drawings, pictures, scripts, play scripts, treatments, stories, poetry, dramas, or any other fiction or nonfiction writings, whether published or unpublished,
 - b. rights to proceeds from any creative works, rights to publish, exploit, license, or sell any creative works, contracts for the publication, exploitation, licensing, or sale of any creative works, and any derivative or secondary rights, or to the creative works derived from Prince Rogers Nelson,
 - c. as well as rights to any performances, recordings, readings, or dramatizations by Prince Rogers Nelson, his name and likeness thereof (collectively "Creative Property") to be held by Rodney H. Dixon as owner thereof in perpetuity (to be known as the "Creative Works").

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. I, Rodney H. Dixon hold the sole and exclusive power to publish, exploit, license, sell, and bequeath at my sole discretion, any creative works, etc.:

a. To retain any Creative Works or Creative Ownership and/or refrain from publishing, exploiting, licensing, or selling such creative works or creative ownership in perpetuity.

4. Simply put, I, Rodney H. Dixon hold the sole and exclusive rights do whatever I believe is necessary for the furtherance of the Prince brand with all rights to the income thereof.

Dated: April 26, 2016

RODNEY H. DIXON

Pro Per

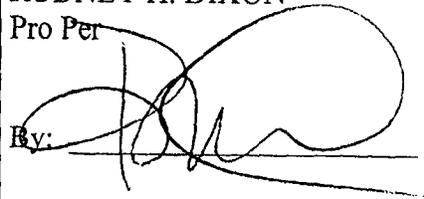
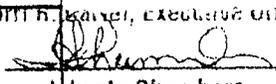
By: 

EXHIBIT A

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Rodney Herachio Dixon 29635 Troon Court Murrieta, CA 92563</p> <p>TELEPHONE NO.: (805) 768-4474 FAX NO. (Optional): E-MAIL ADDRESS (Optional): dubailandlegend@yahoo.com ATTORNEY FOR (Name): Pro Per</p>	<p>FOR COURT USE ONLY</p> <p>CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles</p> <p>APR 25 2016</p> <p>By:  Deputy Ishayla Chambers</p> <p>CASE NUMBER: BC113137</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse</p>	
<p>PLAINTIFF/PETITIONER: Rameses America Mercury DEFENDANT/RESPONDENT: Prince Rogers Nelson</p>	
<p style="text-align: center;">DECLARATION</p>	

Declaration of Rodney H. Dixon attached:

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

Date:

Rodney Herachio Dixon

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

- Attorney for
 Plaintiff
 Petitioner
 Defendant
 Respondent
 Other (Specify):

1 Rodney H. Dixon
2 29635 Troon Court
3 Murrieta, California 92563
4 (805) 768-4474

5 Pro Per

6 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
7 STANLEY MOSK COURTHOUSE – UNLIMITED JURISDICTION
8

9 Case No. BC113137
10

11 **DECLARATION OF RODNEY H. DIXON AS**
12 **FOLLOWS:**

13 Rameses America Mercury

14 Plaintiff

15 vs.

16 Prince Rogers Nelson

17 Does 1 – 99

18 Defendant(s)
19
20
21
22
23
24
25

26 This Declaration is supported by the following laws of the State of California and United States
27 as follows:
28

1 California Civil Code Section 1619 - A contract is either express or implied.

2 California Civil Code Section 1620 - An express contract is one, the terms of which are stated in
3 words.

4
5 California Civil Code Section 1621 - An implied contract is one, the existence and terms of
6 which are manifested by conduct.

7 17 U.S. Code Sections 201 – Ownership of Copyright

8 (a) Initial Ownership – Copyright in a work protected under this title vests initially in the author
9 or authors of the work. The authors of a joint work are co-owners of copyright in the work.

10
11 (d) – Transfer of Ownership

12 (1) The ownership of a copyright may be transferred in whole or in part by any means of
13 conveyance or by operation of law, and may be bequeathed by will or pass as personal property
14 by the applicable laws of intestate succession.

15
16 (2) Any of the exclusive rights comprised in a copyright, including any subdivision of any of the
17 rights specified in section 106, may be transferred as provided by clause (1) and owned
18 separately. The owner of any particular exclusive right is entitled, to the extent of that right, to all
19 of the protection and remedies to the copyright owner by this title.

20
21 Civil Code Section 1213 - Every conveyance of real property or an estate for years therein
22 acknowledged or proved and certified and recorded as prescribed by law from the time it is filed
23 with the recorder for record is constructive notice of the contents thereof to subsequent
24 purchasers and mortgagees; and a certified copy of such a recorded conveyance may be recorded
25 in any other county and when so recorded the record thereof shall have the same force and effect
26 as though it was of the original conveyance and where the original conveyance has been
27 recorded in any county wherein the property therein mentioned is not situated a certified copy of
28

1 the recorded conveyance may be recorded in the county where such property is situated with the
2 same force and effect as if the original conveyance had been recorded in that county.

3 Civil Code Section 1215 - The term "conveyance," as used in Sections 1213 and 1214, embraces
4 every instrument in writing by which any estate or interest in real property is created, aliened,
5 mortgaged, or incumbered, or by which the title to any real property may be affected, except
6 wills.
7

8 Civil Code Section 1217 - An unrecorded instrument is valid as between the parties thereto and
9 those who have notice thereof.
10

11
12 **DECLARATION OF RODNEY H. DIXON**

- 13 I. I, Rodney H. Dixon, do hereby prepare this declaration with the intent to make
14 clear the ownership relating to the music catalog/vault of Prince Rogers Nelson in
15 possession of Prince Rogers Nelson upon his death.
- 16 II. It is fact, that Prince Rogers Nelson did not leave a will to any of his family
17 members or any other relatives at all. It is therefore clear that leaving his estate to
18 any family member(s) or relative(s) was "not his will" nor could he effectively do
19 so.
- 20 III. It is a fact that Prince Rogers Nelson did not leave a "will" to any person(s) or
21 entities regarding his estate, and he elected not to do because of being prohibited
22 by his conveyance of transfer of ownership to Rodney H. Dixon in the year 1995.
- 23 IV. I, Rodney H. Dixon, hereby assert that none other person(s) in the world can show
24 forth the "will" of Prince Rogers Nelson with legal documentation relating to
25 copyright ownership of his music catalog/vault to transfer to anyone else upon his
26 death.
- 27 V. The information provided in this declaration is supported by legal jurisprudence.
28 In particular, there were two legal cases that took place in the Superior Court of
California in the counties of Los Angeles and San Bernardino in the years 1994

1 and 1995 respectively that assert Prince Rogers Nelson's conveyance of transfer
2 of his music catalog/vault to Rodney H. Dixon and \$1 Billion.

3 VI. I hereby assert that the actions of Prince Rogers Nelson regarding these two cases
4 show forth his "will" in regard to his estate relating to the music catalog/vault that
5 has been at-issue since the year 1994 from activity stemming from the year 1982.

6 VII. I further contend that the conveyance of transfer by the actions of Prince Rogers
7 Nelson constitute an "implied agreement" between Prince Rogers Nelson and
8 Rodney Herachio Dixon relating to the music catalog/vault at-issue prior to his
9 death as illustrated by copyright law.

10 VIII. I, Rodney H. Dixon, further assert that his reason for not writing another "will"
11 for his estate is due to legal activities that took place in the years 1994-1995,
12 which show forth his conveyance of transfer of ownership to Rodney H. Dixon
13 that would prohibit Prince Rogers Nelson from bequeathing a will to anyone else.

14 IX. I hereby assert that no other "will" is on display because the "will" of Prince
15 Rogers Nelson regarding his Estate had already been made apparent by his
16 conveyance of transfer to Rodney H. Dixon as reflected by his actions relating to
17 these cases that are forever recorded on court documents in the State of
18 California.

19 X. I, Rodney H. Dixon, declare that my current legal name is Rodney H. Dixon, but
20 that I initiated the legal activity as described in this Declaration regarding Prince
21 Rogers Nelson under the following names:

22
23 A. Aeric Alexander Mercury

24 B. Rameses America Mercury

25 XI. The case involving Prince Rogers Nelson and Mercury/Dixon is rooted in
26 copyright law and agreements thereof relating to original and derivative works
27 with a conveyance of transfer based on actions of the principals therewith.

28 XII. The principals in this matter are Rodney H. Dixon and Prince Rogers Nelson.

- 1 1. The content of these cases inserted into the State of California, Superior Court of Los
2 Angeles and San Bernardino Counties in the years 1994-1995 is premised on an
3 agreement between Prince Rogers Nelson and Mercury/Dixon valued at \$1 Billion.
4
- 5 2. The contents in the case inserted into the State of California, Superior Court of Los
6 Angeles and San Bernardino Counties in the years 1994-1995 is premised on the
7 conveyance of transfer by Prince Rogers Nelson submitting to the Mercury/Dixon the
8 ownership of his music catalog/vault.
9
- 10 3. The decision by the Superior Court of California – County of Los Angeles relating to the
11 claim for \$1 Billion and Music Catalog/Vault was “Dismissed” against Warner Brothers
12 Records - but not against Prince Rogers Nelson, as recorded in court documents for the
13 case BC113137.
14
- 15 4. Specifically, the court stated to Mercury/Dixon that since Prince Rogers Nelson was the
16 person that made the agreement, Mercury/Dixon would need to collect what was owed
17 from Prince Rogers Nelson instead of Warner Brothers Records.
18
- 19 5. Notwithstanding, the \$1 Billion agreement and music catalog/vault was still at-issue. The
20 ownership to the vault was not regained by Prince Rogers Nelson until 2014 on behalf of
21 Rodney H. Dixon.
22
- 23 6. The second legal venue initiated by Mercury/Dixon in 1995 was filed in the County of
24 San Bernardino.
25
- 26 7. Mercury/Dixon was afforded an Entry of Default against Prince Rogers Nelson but was
27 denied a Default Judgment as it related to Service of Process. In particular,
28 Mercury/Dixon was asked to bring the legal service processer to court to testify to proper
service compliance.

- 1 8. Mercury/Dixon brought in a Beverly Hills Sheriff that served the legal representative for
2 Prince Rogers Nelson named Jerry Edelstein. The deputy testified that Jerry Edelstein of
3 Edelstein, Laird & Sobel, LLP not only accepted the service process, but that Jerry
4 Edelstein stated he was the legal representative of Prince Rogers Nelson for the cases
5 filed by Mercury/Dixon specifically. The deputy also stated that Jerry Edelstein
6 voluntarily added that Prince Rogers Nelson was fully aware of the cases.
7
- 8 9. It is a fact that Prince Rogers Nelson did not contest any of the claims made by
9 Mercury/Dixon, nor did any of his legal representatives, and as such conveyed to the will
10 of Rodney H. Dixon. In fact, many believed a simple Quash of the Complaint or
11 Demurrer by representatives of Prince Rogers Nelson would have sufficed to garner a
12 complete Dismissal of all claims made by Mercury/Dixon. Notwithstanding, the tests of a
13 Default Judgment against Prince Rogers Nelson were met as Prince Rogers Nelson
14 refused to contend.
15
- 16 10. Simply put, Prince Rogers Nelson and Mercury/Dixon agreed that Mercury/Dixon was
17 the recipient of \$1 Billion and the Catalog/Vault ownership by the actions that ensued.
18
- 19 11. In accordance with 17 U.S. Code Section 201 – Ownership of Copyright sub-sections (a),
20 (b), (1), and (2), not even the Superior Court of the County of San Bernardino holds the
21 legal authority to change the transfer of ownership conveyed by Prince Rogers Nelson to
22 Rodney H. Dixon.
23
- 24 12. The Estate of Prince Rogers Nelson, Paisley Park Estate, etc. is valued at \$300 million.
25 Additionally, the catalog/vault is rumored to have value at \$500 million for a total value
26 of approximately \$800 million unofficially, which is near the value ascertained by
27 Rodney H. Dixon and agreed to by Prince Rogers Nelson in 1995.
28

1 13. Therefore by virtue of the conveyance of transfer to Rodney H. Dixon by Prince Rogers
2 Nelson in the year 1995, we believe and hereby contend that Rodney H. Dixon is the sole
3 and exclusive owner of the entire music catalog/vault of the Estate of Prince Rogers
4 Nelson.
5

6 14. Simply put, as ascertained by years of communication and counsel between Prince
7 Rogers Nelson and Mercury/Dixon, Rodney H. Dixon is the one and only person Prince
8 Rogers Nelson could trust to be the executor of his estate.
9

10 CONCLUSION

11 I, Rodney H. Dixon, am prepared to bring forth supportive documentation and eyewitnesses to
12 support the claims made in this Declaration before any Probate Court or any other court of
13 competent jurisdiction, if and when there is a contention to these claims initiated by any others
14 claiming ownership and/or rights to the music catalog/vault of Prince Rogers Nelson or estate
15 overall.
16

17 I, Rodney H. Dixon do hereby believe the facts as outlined in this Declaration that is supported
18 by court records in the State of California. I believe and therefore assert as follows:
19

- 20 1. I, Rodney H. Dixon am the sole and exclusive owner of the music catalog/vault held in
21 trust by Prince Rogers Nelson before his death.
- 22 2. I, Rodney H. Dixon am the controlling person of the:
- 23 a. ideas, manuscripts, books, drawings, pictures, scripts, play scripts, treatments,
24 stories, poetry, dramas, or any other fiction or nonfiction writings, whether
25 published or unpublished,
26
- 27 b. rights to proceeds from any creative works, rights to publish, exploit, license, or
28 sell any creative works, contracts for the publication, exploitation, licensing, or

1 sale of any creative works, and any derivative or secondary rights, or to the
2 creative works derived from Prince Rogers Nelson,

3 c. as well as rights to any performances, recordings, readings, or dramatizations by
4 Prince Rogers Nelson, his name and likeness thereof (collectively "Creative
5 Property") to be held by Rodney H. Dixon as owner thereof in perpetuity (to be
6 known as the "Creative Works").
7

8 3. I, Rodney H. Dixon hold the sole and exclusive power to publish, exploit, license, sell,
9 and bequeath at my sole discretion, any creative works, etc.:

10 a. To retain any Creative Works or Creative Ownership and/or refrain from
11 publishing, exploiting, licensing, or selling such creative works or creative
12 ownership in perpetuity.
13

14 4. Simply put, I, Rodney H. Dixon hold the sole and exclusive rights do whatever I believe
15 is necessary for the furtherance of the Prince brand with all rights to the income thereof.
16

17 Dated: April 25, 2016
18

19 RODNEY H. DIXON
20 Pro Per

21 
22 By: _____
23
24
25
26
27
28

■ Inside: S.B. socks street-closure policy/B2 ■ Inside: Local shelters to share in state grants/B4

BUSINESS
Area dealers
fight tariff on
luxury cars/B10

INLAND EMPIRE

W. Peter McCarthy: The Sun
Asst. Managing Editor
1000 E. Main St., Suite 100
San Bernardino, CA 92415
(909) 386-4141

IN BRIEF

Colton City Clerk will retire June 29
■ **WALTON** — Longtime Colton City Clerk Robert Walton will retire on June 29.

■ **She will retire June 29** — She will retire June 29 from her position as Colton City Clerk.

■ **They approved the plan** — The city council approved the plan to purchase the building.

■ **Panel sets guidelines** — An advisory panel set guidelines for the city's new development.

■ **SAN BERNARDINO** — An advisory panel set guidelines for the city's new development.

■ **The guidelines should be** — The guidelines should be adopted by the city council.

■ **He said the council** — He said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

■ **She said the council** — She said the council should approve the plan.

Trial starts in toddler's shooting

■ Opening statements are made by opposing attorneys in a \$2 million lawsuit against a man who shot a toddler in the head.

By Thomas James

SAN BERNARDINO — A trial started today in the case of a man who shot a toddler in the head. The man, who is accused of shooting a 2-year-old child in the head, is charged with murder. The trial is expected to last several weeks.

TRIAL WATCH

At the opening of the trial, the prosecution presented evidence that the man shot the child. The defense attorney argued that the man was not the shooter.



At the opening of the trial, the prosecution presented evidence that the man shot the child. The defense attorney argued that the man was not the shooter.

HELPING OUT

Tennis coach returns favor

■ Six on Borgovy, who was nearly killed once in a motorcycle accident, works as a tennis coach teaching the sport to the youngsters.



Six on Borgovy, who was nearly killed once in a motorcycle accident, works as a tennis coach teaching the sport to the youngsters.

SAN BERNARDINO — A man who was nearly killed in a motorcycle accident is now a tennis coach. He has been coaching tennis for several years and has helped many young players improve their skills.

TRIAL WATCH — The trial continues today with the prosecution presenting more evidence. The defense attorney is expected to present his case tomorrow.

EDUCATION

Students suggest school solutions

■ Four students at the Northridge High School suggest solutions to the school's problems.

By Beth Schwartz

NORTHIDGE — Four students at Northridge High School have suggested solutions to the school's problems. They believe that these solutions will help improve the school's performance and create a better learning environment for all students.

Shootings end young couple's dreams

By Pamela Fitzgerald

SAN BERNARDINO — The dreams of a young couple ended in tragedy when they were both shot and killed. The couple was on their way to work when the shooting occurred.

CRIME — The police are investigating the shooting and have identified several suspects. The case is currently open, and the police are working to gather more evidence.



The couple was on their way to work when the shooting occurred.

Early birds capture the seats in ROP classes

By Susan Lopez

SAN BERNARDINO — Students who arrive early for their classes are getting a head start on their education. The school has implemented a program to encourage early arrival.

EDUCATION — The school is offering a variety of classes and programs to meet the needs of all students. The early bird program is one of the many initiatives being implemented.

EDUCATION — The school is offering a variety of classes and programs to meet the needs of all students. The early bird program is one of the many initiatives being implemented.

ONE WOMAN LEAVES HER HOME AT 3 P.M. TO GO TO WORK

By Susan Lopez

SAN BERNARDINO — A woman who leaves her home at 3 p.m. to go to work is facing a difficult situation. She is struggling to make ends meet and is looking for ways to improve her financial situation.

EDUCATION — The school is offering a variety of classes and programs to meet the needs of all students. The early bird program is one of the many initiatives being implemented.

EDUCATION — The school is offering a variety of classes and programs to meet the needs of all students. The early bird program is one of the many initiatives being implemented.

ney source.

Highlander files suit against pop music star

■ **SAN BERNARDINO** — A Highland man is suing the artist formerly known as Prince, claiming that the singer owes him \$1 billion.

Rameses America Mercury appeared Wednesday in the Central Courthouse and asked Superior Court Judge Craig Kamansky to enter a judgment against Prince Rogers Nelson for \$1 billion.

Mercury claims that he and Nelson entered into an oral agreement 12 years ago that called for Mercury to help Nelson with his career.

In exchange, Mercury says that he was to get either \$1 million at the end of three years or \$1 billion at the end of 12 years.

Kamansky made no decision on Mercury's request. Instead, he continued the case until Aug. 10 to give Mercury time to show that he has properly served Prince, or his authorized agent, with a court summons.

The suit was filed in San Bernardino because Mercury now lives in Highland.

—Sun Staff

They were shot in close range early Wednesday by somebody who wanted a Buick Regal and, some members and police who may have targeted them simply because they are Latino.

Now, Bulmaro O

Early 1

■ One woman left home at 3 a.m. to volunteer to take a Regional Occupational Program class, being a medical as

By **SULIPSA LUQUE**
The Sun's Redlands Bureau

REDLANDS — A woman has wanted to work in the medical field since she was a young girl, and having the chance last semester to volunteer about to let another y

So the mother of the house in Colton at Wednesday to stand brave chilly temperatures side the Colton-Redlands Regional Occupational Program for one of the 17 the medical assistant

EXHIBIT B

State of Minnesota

District Court

County of Carver

Judicial District:	Carver County
Court File Number:	10-PR-16-46
Case Type:	Probate

In the Matter of the Estate of:

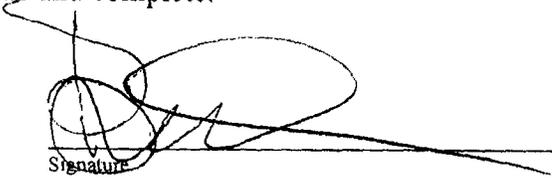
DEMAND FOR NOTICE

Prince Rogers Nelson
(Full Name) **Decedent**

Date of Death: April 21, 2016

1. My name is: Rodney Herachio Dixon.
2. My address and telephone number are: 29635 Troon Court, Murrieta, CA 92563.
3. I have a financial or property interest in the Estate of the Decedent, for the following reasons: Based on a verbal and implied agreement that was entered in the Superior Court of California, County of Los Angeles in the years 1994-1995. The elements of the case includes but is not limited to copyright law regarding conveyance of transfer, etc.
4. I demand notice of all orders and filings pertaining to the Estate. Notice shall be served upon me at the address stated above.
5. Under penalties for perjury, I declare that I have read this document and I know or believe its representations are true and complete.

Dated: April 26, 2016



Signature

Name: Rodney H. Dixon

Street Address: 29635 Troon Court

City/State/Zip: Murrieta, CA 92563

E-mail address: dubailandlegend@yahoo.com

EXHIBIT C

1 Ruth Anne Taylor, State Bar No 130587
Warner Bros. Records Inc.
2 3300 Warner Blvd.
Burbank, Ca. 91505
3 (818) 953-3290

4 Attorneys for Defendant WARNER BROS RECORDS INC.

FILED
FEB 06 1995
J.W. OF
Ruby R. Maya
BY RUBY R. MAYA, DEPUTY

5
6 SUPERIOR COURT OF THE STATE OF CALIFORNIA
7 FOR THE COUNTY OF LOS ANGELES
8
9

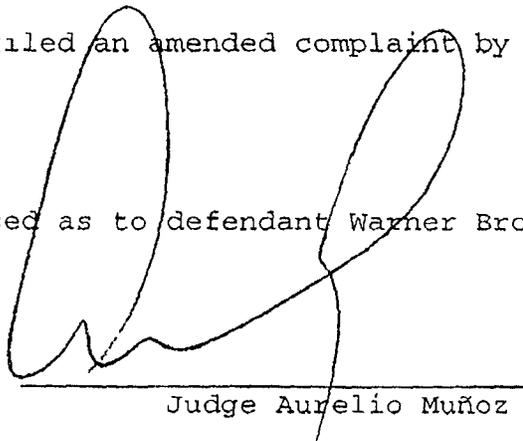
10 RAMSES AMERICA MERCURY,) Case No. BC113137
11)
Plaintiff,) (~~PROPOSED~~) ORDER RE DISMISSAL
12)
v.) DATE: January 30, 1995
13) TIME: 8:30 a.m.
WARNER BROS. RECORDS INC., and) DEPT: 47
14 PRINCE ROGERS NELSON et. al,)
15 Defendants.) DISCOVERY CUT-OFF: None Set
MOTION CUT-OFF: None Set
TRIAL DATE: None Set

16 Upon reading and considering the motion to dismiss complaint
17 filed by defendants Warner Bros. Records Inc. ("Warner") and the
18 exhibits thereto, and upon submission by both Ruth Anne Taylor,
19 counsel to Warner and Ramses America Mercury ("Mercury") and upon
20 determining that Mercury has not filed an amended complaint by
21 December 16, 1994:

22 IT IS HEREBY ORDERED THAT:

23 a. The complaint is dismissed as to defendant Warner Bros.
24 Records Inc.

25 Dated: February 6, 1995



Judge Aurelio Muñoz

PROOF OF SERVICE BY MAIL

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES.

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action. My business address is 3300 Warner Boulevard, Burbank, CA 91505-4694.

On February 3, 1995, I served the foregoing document described as (PROPOSED) ORDER RE DISMISSAL on the interested parties in this action by placing a true copy thereof enclosed in a sealed addressed as follows:

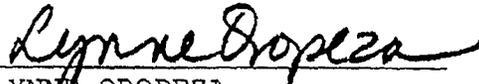
Rameses America Mercury
352 Sutton Court
Pomona, CA 91767

Rameses America Mercury
1072 Ralston
Ontario, CA 91762

Rameses America Mercury
5195 Revere St., #5
Chino, CA 91710

I caused such envelope with postage fully prepaid to be placed in the United States mail at Burbank, CA I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing. Under that practice, such envelope(s) would be deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of the party served, services is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct Executed on February 3, 1995 at Burbank, CA.


LYNNE OROPEZA



I certify that this is a true and correct copy of the original ORDER on file in this office consisting of 2 pages.

SHERRI R. CARTER, Executive Officer / Clerk of the Superior Court of California, County of Los Angeles.

APR 25 2016 By [Signature] Deputy

C W A S E