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STATE OF MINNESOTA

COUNTY OF CARVER

DISTRICT COURT
FIRST JUDICIAL DISTRICT
PROBATE DIVISION
Case Type: Special Administration

In the Matter of: Estate of Prince Rogers Nelson, Decedent, and Tyka Nelson, Petitioner.	Court File No. 10-PR-16-46 **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**

The claim against the Estate of Prince Rogers Nelson made by Rodney Herachio Dixon should be dismissed pursuant to Minnesota Rule of Civil Procedure 12.02(e) because Mr. Dixon fails to allege a legally sufficient claim for relief. In short, Mr. Dixon's claim is meritless. The Special Administrator seeks its dismissal in order to protect the assets of the Estate from such meritless claims.

Mr. Dixon alleges that, based on an alleged verbal or implied agreement with Prince, Mr. Dixon is the "sole and exclusive owner of all intellectual properties" owned by Prince and that Mr. Dixon has all "copyright ownership of his music catalog/vault." Doc. No. 12 (Dixon Decl.) at 2-3. Any transfer of copyright ownership, however, must be in writing and signed by the owner. 17 U.S.C. § 204(a) (Execution of transfers of copyright ownership). Mr. Dixon does not allege that any such writing exists and, indeed, alleges just the opposite. Mr. Dixon's theory is that he had a *verbal or implied* agreement with Prince—not a written one. And neither an oral agreement nor an implied agreement based on conduct can transfer ownership of a copyright.

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Accordingly, even if the factual allegations made by Mr. Dixon were to be found true, these allegations do not state a claim on which relief may be granted as a matter of law.

Mr. Dixon also appears to allege that a prior lawsuit that Mr. Dixon filed against Prince gives Mr. Dixon rights to assets in Prince's Estate. This apparent claim fails as a matter of law for two reasons: (1) the mere fact of filing a lawsuit, in the absence of any judgment against Prince, does not give Mr. Dixon any claim against the Estate; and, (2) to the extent Mr. Dixon appears to claim that the prior lawsuit he filed somehow constitutes Prince's "will," a will to transfer property after death (like a transfer of copyright ownership) must be in writing and signed by the testator. Minn. Stat. § 524.2-502. Mr. Dixon does not allege there is any written and signed document by Prince constituting his will.

Accordingly, Mr. Dixon's claim against the Estate should be dismissed. In addition, Mr. Dixon's request for an order restraining the Special Administrator from selling any assets should be denied.

I. Background

A. Mr. Dixon's Multiple Filings and the Special Administrator's Motion to Dismiss

On April 27, 2016, Mr. Dixon filed a document entitled "Declaration, Petition & Demand for Notice of Rodney H. Dixon." Doc. No. 12. Mr. Dixon's original declaration alleges that Mr. Dixon is "the sole and exclusive owner of all intellectual properties after the death of Prince Rogers Nelson" with reference to Prince's copyrights and "music catalog/vault." *Id*. at 2. Mr. Dixon further alleges that he is the owner because of an alleged "verbal" or "implied" agreement transferring all of Prince's intellectual property rights to Mr. Dixon. *See, e.g*., *id*. at 3 ("I further contend that the conveyance of transfer by the actions of Prince Rogers Nelson constitute an 'implied agreement' between Prince Rogers Nelson and Rodney Herachio Dixon relating to the

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music catalog/vault at-issue prior to his death as illustrated by copyright law."); *id*., Ex. B ("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.").

Mr. Dixon's original declaration also alleges that Mr. Dixon's claim against the Estate is based on a prior lawsuit filed against Prince in California state court more than 20 years ago in 1994. *Id*. at 2 ("This Declaration and Petition is based on at least Case No. BC113137, that took place in the Los Angeles Superior Court, County of Los Angeles in the years 1994-1995."); *id*. at 4 ("The case involving Prince Rogers Nelson and Mercury/Dixon is rooted in copyright law and agreements thereof relating to original and derivative works with a conveyance of transfer based on actions and the principals therewith.").[1]

[1] That lawsuit was filed by Plaintiff "Rameses America Mercury" and named both Prince Rogers Nelson and Warner Bros. Records, Inc., as defendants. Ex. 1 (docket). Prince was never served in the lawsuit and never appeared in the lawsuit. *See id.* (docket); *see also* Ex. 2 (Warner Bros. Records brief and Declaration of Ruth Anne Taylor indicating that Prince was never served and that Warner Bros. did not and could not effect such service on Prince). Warner Bros. Records was not properly served but filed a motion to dismiss, which was granted in 1995. *See* Ex. 1 (docket); Ex. 3 (Order Re Dismissal dated February 6, 1995); *see also* Ex. 2 at 2 (Warner Bros. Records brief indicating that Warner Bros. Records was not properly served but elected to proceed with a motion to dismiss). Mr. Dixon has not alleged that there was any judgment against Prince in the lawsuit, and there was no such judgment against Prince, despite Mr. Dixon's request for a default judgment. *See* Ex. 1 (docket); Ex. 4 (Request for Entry of Default). Apart from the lack of service on Prince, Mr. Dixon's claims seeking copyright ownership in that 1994 lawsuit were not legally cognizable then for the same reason that his claims in this matter are not legally cognizable now. *See* infra Part II.B (As a Matter of Law, Mr. Dixon Fails to State a Claim for Ownership of Any Copyrights). Furthermore, and in any event, there is a two-year statute of limitations in California for breach of contract claims that are not based on a written document. Cal. C. Code 339.1 ("Within two years: 1. An action upon a contract, obligation or liability not founded upon an instrument of writing . . . ."). Thus, Mr. Dixon's claims against Prince based on an alleged verbal or implied agreement were time-barred two decades ago. With respect to the name of the plaintiff in that 1994 lawsuit, i.e., Rameses America Mercury, Mr. Dixon alleges that he pursued that lawsuit against Prince under different names: "I, Rodney H.

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Mr. Dixon appears to allege that Prince's response to this lawsuit somehow constitutes Prince's "will" or intention to leave assets to Mr. Dixon: "I hereby assert that the actions of Prince Rogers Nelson regarding these two cases show forth his 'will' in regard to his estate relating to the music catalog/vault that has been at-issue since the year 1994 from activity stemming from the year 1982."[2] *Id*. at 3; *see also, e.g*., *id*. at 3-4 ("I hereby assert that no other 'will' is on display because the 'will' of Prince Rogers Nelson regarding his Estate had already been made apparent by his conveyance of transfer to Rodney H. Dixon as reflected by his actions relating to these cases that are forever recorded on court documents in the State of California.").

On April 29, 2016, the Special Administrator filed a Motion to Dismiss Rodney Herachio Dixon's Purported Claim Against the Estate of Prince Rogers Nelson. Doc. No. 20. The Special Administrator's motion identified the basis for the relief requested—i.e., that, because Mr. Dixon alleges no legally cognizable claim against the Estate, Mr. Dixon's claim against the Estate should be dismissed for failure to state a claim upon which relief may be granted pursuant to Minnesota Rule of Civil Procedure 12.02(e). *See id.* Mr. Dixon was never granted leave of the Court to file amended or supplemental claims following Bremer Trust's Motion to Dismiss, but Mr. Dixon continued to file multiple documents with the Court.

On May 10, 2016, Mr. Dixon filed a document entitled "Declaration in Support of Petition, Demand for Notice, and Recovery of Rodney H. Dixon." Doc. No. 52. Like his original declaration, Mr. Dixon's second declaration alleges that Mr. Dixon is the owner of Prince's

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Dixon, declare that my current legal name is Rodney H. Dixon, but that I initiated the legal activity described in this Declaration regarding Prince Rogers Nelson under the following names: A. Aeric Alexander Mercury B. Rameses America Mercury." Doc. No. 12 (Dixon Decl.) at 4.

[2] Mr. Dixon's original declaration sometimes refers to one prior lawsuit against Prince and sometimes refers to two prior lawsuits against Prince allegedly filed by Mr. Dixon. *See* Doc. 12. The Special Administrator has identified one lawsuit filed by Mr. Dixon in 1994. Ex. 1 (docket).

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intellectual property based on a verbal and implied agreement. *Id*. at 3 ("Rodney Herachio Dixon has claimed that decedent Prince Rogers Nelson entered into an Agreement for $1 billion and submitted the rights of intellectual property ownership to Rodney Herachio Dixon in the year 1995. Rodney Herachio Dixon has claimed that the decedent Prince Rogers Nelson entered into this Agreement prior to the lawsuit filed in 1994 via a Verbal and Implied Agreement and consummated the Implied Agreement in the year 1995 after the lawsuit was filed."); *id*. at 5 ("The actions alleged a verbal and implied agreement that took place regarding $1 billion.").

Mr. Dixon's second declaration also alleges that Prince did not need a will because Prince "only needed to articulate his thoughts regarding the future of his intellectual property." Doc. No. 52 (Dixon Decl.) at 11 ("In fact, 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.").

On June 13, 2016, Mr. Dixon filed a document entitled "Third Declaration in Support of Petition for Allowance for Claims of Rodney H. Dixon Motion for Bremer Trust to Show Cause for Its Purported Defenses." Doc. No. 158. On June 13, 2016, Mr. Dixon also filed additional documents in connection with his third declaration. Doc. No. 159. Like his first two declarations, Mr. Dixon's third declaration alleges that Mr. Dixon is the owner of Prince's intellectual property based on a verbal or implied agreement. Doc. No. 158 (Dixon Third Decl.) at 4-5 ("Rodney Herachio Dixon asserts his belief that the claims he has submitted to the Probate Court in the State of Minnesota for the Implied Agreement of $1 billion and ownership of all intellectual properties is a valid claim regarding an Implied Contract with Prince Rogers Nelson. In particular, the assertion is that the Implied Contract is constituted as an Implied-In-Fact

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Contract under the law."); *id*. at 6 ("I, Rodney H. Dixon, have filed a claim for the recovery of the terms of an implied-in-fact contract as supported by law and fact in the matter of decedent Prince Rogers Nelson in Probate. In particular, a claim of $1 billion and also the sole and exclusive ownership rights to all of the intellectual properties held by Prince Rogers Nelson at his time of death in order for $1 billion to be satisfied."); *id*. ("Rodney Herachio Dixon has claimed that decedent Prince Rogers Nelson entered into an Agreement for $1 billion, and Rodney Herachio Dixon further claims that Prince Rogers Nelson submitted the rights of intellectual property ownership to Rodney Herachio Dixon in the year 1995 all under an implied-in-fact agreement. . . . Rodney Herachio Dixon has claimed that decedent Prince Rogers Nelson entered into this Agreement prior to the lawsuit filed in 1994 via a Verbal and Implied-In-Fact Agreement and consummated the Implied-In-Fact-Agreement in the year 1995 after the lawsuit was filed."); *id*. at 7 ("In 1982, Rodney Herachio Dixon entered into a verbal agreement with Prince Rogers Nelson for the amount of $1 million in 3 years or $1 billion in 12 years.").

Like his second declaration, Mr. Dixon's third declaration alleges that Prince did not leave a will, but, like his original declaration, Mr. Dixon's third declaration also alleges that it was somehow Prince's "will," or intent, for Mr. Dixon to inherit assets of Prince's Estate. *Id*. at 26 ("Prince understood that Mr. Dixon's claim was his inheritance. That is why he never left a will. Mr. Dixon's inheritance of Prince's estate is not only based on an agreement they made but it is also the will of Prince in his heart.").

On June 27, 2016, Mr. Dixon filed a document entitled "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."[3] Doc. No. 265. Mr. Dixon's fourth

[3] To the extent that Mr. Dixon's fourth declaration is considered a motion for summary

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declaration alleges that Mr. Dixon is asserting a "contract claim" against the Estate for Prince's intellectual property. *Id*. at 2 ("Rodney H. Dixon filed a contract claim for $1 Billion and all the intellectual properties owned and controlled by decedent Prince Rogers Nelson against the Estate of Prince Rogers Nelson . . . ."). Like his prior filings, Mr. Dixon's fourth declaration alleges that Mr. Dixon's contract claim was based on an implied agreement rather than an express or written agreement. *See, e.g*., *id*. at 7 (referring to "Mr. Dixon's assertion of an Implied-in-fact agreement constituted as a true contract with Prince Rogers Nelson").

On July 25, 2016, Mr. Dixon e-mailed a document entitled "Petition Restraining Special Administrator Bremer Trust from Selling Assets of the Estate of Prince Rogers Nelson" to the Court and to counsel for Bremer Trust. (It does not appear that this document has been filed with the Court.) Mr. Dixon's petition seeks to restrain Bremer Trust from selling any assets of the Estate.

In none of the documents that Mr. Dixon has filed with the Court does Mr. Dixon allege that his alleged agreement with Prince to transfer intellectual property to Mr. Dixon was in writing. Instead, as demonstrated above, Mr. Dixon alleges just the opposite. Further, despite Mr. Dixon's multiple filings, Mr. Dixon has not produced evidence of any written agreement, confirming that no such document exists.

B. Court Order Regarding Motion to Dismiss Dixon's Claim

On June 29, 2016, the Court ordered that the parties shall submit any additional factual record and legal argument on the Special Administrator's Motion to Dismiss Dixon's Claim by

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judgment, such a motion must fail for the same reasons that Mr. Dixon fails to state a claim on which relief may be granted—there are no allegations and no evidence supporting a legally cognizable claim against the Estate by Mr. Dixon. *See* infra Part II (Argument). Mr. Dixon has indicated that he seeks no discovery. *See* Ex. 5 (e-mail stating that, "[a]s long as no other motions are filed after my response to its motion to dismiss I would agree no need for discovery is warranted").

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August 5, 2016. Doc. No. 272. The Court also ordered that the Motion to Dismiss will be considered only on the written record unless oral argument is requested. *Id*. The Special Administrator does not request oral argument. Mr. Dixon has also indicated that he does not request oral argument. Ex. 5 (e-mail stating that "I agree with Bremer Trust to leave it up to Judge Eide to determine if a hearing is needed to proceed").

II. Argument

A. Claims Must Be Dismissed as a Matter of Law if the Facts Alleged Fail to Constitute a Legally Sufficient Claim.

The Minnesota Rules of Civil Procedure require that "[a] pleading which sets forth a claim for relief . . . shall contain a short and plain statement of the claim showing that the pleader is entitled to relief." Minn. R. Civ. P. 8.01 (Claims for Relief). The Minnesota Rules of Civil Procedure also provide that a party's defense to a claim based on the "failure to state a claim upon which relief can be granted" may be made by motion. Minn. R. Civ. P. 12.02(e).

The question for the Court on a motion to dismiss for failure to state a claim on which relief may be granted is whether the pleading "sets forth a legally sufficient claim for relief." *Bodah v. Lakeville Motor Express, Inc*., 663 N.W.2d 550, 553 (Minn. 2003). In answering this question, the Court accepts the alleged facts as true and construes reasonable inferences in favor of the non-moving party. *Id*. "A claim is sufficient against a motion to dismiss for failure to state a claim if it is possible on any evidence which might be produced, *consistent with the pleader's theory*, to grant the relief demanded." *Walsh v. U.S. Bank, N.A*., 851 N.W.2d 598, 603 (Minn. 2014) (emphasis added).

Mr. Dixon's contention that the Special Administrator must present evidence to rebut Mr. Dixon's claim is incorrect. *See* Doc. No. 158 (Dixon Third Decl.) at 3 ("In particular, Bremer Trust or any other contentious argument against the claims of Rodney H. Dixon for an implied-

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in-fact-agreement with Prince Rogers Nelson must show proof with evidence that supports a contention that Prince Rogers Nelson did not agree to the agreement asserted by Rodney H. Dixon."). Instead, the focus of the Court's inquiry in ruling on the Special Administrator's Motion to Dismiss is Mr. Dixon's allegations and theory of recovery in light of the relevant law.

B. As a Matter of Law, Mr. Dixon Fails to State a Claim for Ownership of Any Copyrights.

Mr. Dixon's multiple filings do not allege a legally sufficient claim for relief. Mr. Dixon consistently alleges that he had a verbal or implied agreement with Prince to transfer Prince's intellectual property to Mr. Dixon. Federal law, however, provides that any transfer of copyright ownership must be in writing. 17 U.S.C. § 204(a) ("A transfer of copyright ownership, other than by operation of law, is not valid unless an instrument of conveyance, or a note or memorandum of the transfer, is in writing and signed by the owner of the rights conveyed or such owner's duly authorized agent.").[4] Mr. Dixon does not allege that there is any written and signed transfer of copyright ownership, nor has he produced evidence of any such writing. Instead, Mr. Dixon alleges just the opposite. Thus, it is not even possible that any evidence might be produced that would be consistent with Mr. Dixon's theory behind his claim against the Estate. *See Walsh*, 851

[4] Mr. Dixon's filings sometimes refer generally to "intellectual property" or "intellectual properties," but are specifically directed to *copyrights* for Prince's music. *See, e.g.*, Doc. No. 12 (Dixon Decl.) at 3 ("I further contend that the conveyance of transfer by the actions of Prince Rogers Nelson constitute an 'implied agreement' between Prince Rogers Nelson and Rodney Herachio Dixon relating to the music catalog/vault at-issue prior to his death as illustrated by copyright law."); *id*. at 6 ("Therefore by virtue of the conveyance of transfer to Rodney H. Dixon by Prince Rogers Nelson in the year 1995, we believe and hereby contend that Rodney H. Dixon is the sole and exclusive owner of the entire music catalog/vault of the Estate of Prince Rogers Nelson."). Mr. Dixon's filings do not even mention any other types of intellectual property, such as trademarks. *See generally* Doc. Nos. 12 (Dixon Decl.); 52 (Dixon Second Decl.); Doc. No. 158 (Dixon Third Decl.); Doc. No. 265 (Dixon Fourth Decl.). To the extent that Mr. Dixon's filings' statements about "intellectual properties" might possibly be construed to encompass trademarks associated with Prince, however, the law is the same—any transfers of trademarks must be in writing under federal law. 15 U.S.C. § 1060(a)(3) ("Assignments shall be by instruments in writing duly executed.").

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N.W.2d at 603. Accordingly, because Mr. Dixon has not alleged any facts that—even if found to be true—would constitute a valid transfer of copyright ownership, Dixon has failed to state a claim against the Estate based on the ownership of any copyrights related to Prince. Mr. Dixon's citation to various statutes and decisions does not change this conclusion.

First, Mr. Dixon has cited to various sections of the Probate Code, contending that "listed below are statutes and codes of law that support the claims asserted by Rodney H. Dixon." *See* Doc. No. 158 (Dixon Third Decl.) at 4-5 (citing Minn. Stat. §§ "524.8," "524.7," "524.32," "524.39," "524.40"). But the Probate Code provides mechanisms for parties with claims against an estate to make such a claim. The Probate Code does not provide independent legal bases for such claims in the first place. As demonstrated, there is no such legal basis here.

Second, Mr. Dixon has cited to provisions of the California Civil Code that recognize implied contracts, as well as set forth general principles of jurisprudence. *See, e.g.*, Doc. No. 52 (Dixon Second Decl.) at 5 (citing Sections 1619, 1620, 1621, and 1622); Doc. No. 158 (Dixon Third Decl.) at 35 (citing Sections 1619, 1620, 1621, and 1622, as well as Sections 3509, 3519, 3521, 3522, 3528, 3529, 3531, 3541, and 3545). California Civil Code Section 1619 recognizes that "[a] contract is either express or implied." The California Civil Code's definition of the two type of contracts, or agreements, highlights their salient distinction: "An express contract is one, the terms of which are stated in words." Cal. Civ. Code § 1620. In contrast, "[a]n implied contract is one, the existence and terms of which are manifested by conduct." Cal. Civ. Code § 1621.

Although implied contracts can exist under certain circumstances, an implied contract cannot transfer copyright ownership as a matter of law. As indicated, federal copyright law requires that an agreement to transfer copyright ownership must be in writing. 17 U.S.C. §

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204(a). And federal copyright law preempts any contradictory state law. 17 U.S. Code § 301 (Preemption with respect to other laws) ("On and after January 1, 1978, all legal or equitable rights that are equivalent to any of the exclusive rights within the general scope of copyright as specified by section 106 in works of authorship that are fixed in a tangible medium of expression and come within the subject matter of copyright as specified by sections 102 and 103, whether created before or after that date and whether published or unpublished, are governed exclusively by this title."). Indeed, the California Civil Code specifically recognizes that written contracts may be required by other laws: "All contracts may be oral, except such as are specially required by statute to be in writing." Cal. Civ. Code § 1622.

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

C. As a Matter of Law, Mr. Dixon Fails to State a Claim Based on a Purported Will or a Prior Lawsuit.

Based on his second and third declarations, it no longer appears that Mr. Dixon may be alleging that Prince somehow had a will transferring all of Prince's intellectual property to Mr. Dixon. *See, e.g.*, Doc. No. 52 (Dixon Decl.) at 11; Doc. No. 158 (Dixon Third Decl.) at 26. To the extent that Mr. Dixon's original declaration might be construed to make such an allegation,

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however, *see* Doc. No. 12 at 3, such a claim fails as a matter of law. Like a transfer of copyright ownership, a will to transfer property after death must also be in a written document signed by the testator:

> Except as provided in sections 524.2-506 and 524.2-513, a will must be:
>
> (1) in writing;
>
> (2) signed by the testator or in the testator's name by some other individual in the testator's conscious presence and by the testator's direction or signed by the testator's conservator pursuant to a court order under section 524.5-411; and
>
> (3) signed by at least two individuals, each of whom signed within a reasonable time after witnessing either the signing of the will as described in clause (2) or the testator's acknowledgment of that signature or acknowledgment of the will.

Minn. Stat. § 524.2-502 (Execution; Witnessed Wills). Mr. Dixon's filings do not allege that Prince left a written will or even any type of signed writing purportedly transferring any property to Mr. Dixon.

In addition, the mere fact that a prior lawsuit was filed naming Prince as a defendant, in the absence of any valid and enforceable judgment against Prince, in no way gives Mr. Dixon any rights to any assets in Prince's estate. The 1994 lawsuit did not result in any judgment against Prince for Mr. Dixon to collect. *See* Cal. Code Civ. Proc. § 577 ("A judgment is the final determination of the rights of the parties in an action or proceeding."). Therefore, because Mr. Dixon failed to obtain a judgment in the 1994 lawsuit, let alone an enforceable one, that lawsuit provides no legal basis for asserting a claim against Prince's estate. *See* Minn. Stat. § 524.1-201 (8) (defining a "claim" to include "any liabilities of the decedent whether arising in contract or otherwise and liabilities of the estate which arise after the death of the decedent").

D. Mr. Dixon Has No Basis for His Request for a Restraining Order.

Mr. Dixon cites to Minnesota Statutes Section 524.3(a) in his request for the Court to

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restrain the Special Administrator from selling assets of the Estate. There is no evidence, however, either in existence or alleged by Mr. Dixon, that the Special Administrator "may take some action which would jeopardize unreasonably the interest of the applicant or of some other interested person," as required for such a restraining order. Minn. Stat. § 524.3-607(a) (2015) (Order Restraining Personal Representative). To the contrary, the Court has expressly indicated that "the Court intends for the Special Administrator to take all prudent steps to monetize the Estate's intellectual property, and to raise funds necessary for the administration of the Estate and for the payment of estate taxes." Doc. No. 149 (Order Authorizing Special Administrator's Employment of Entertainment Industry Experts) at 1.

At the same time, the Court has made it clear that the Court will oversee the Special Administrator's efforts to monetize the estate. *See id.* at 4-5. There is no cause to restrain the Special Administrator's performance of its fiduciary duties, and Mr. Dixon's concerns that the Special Administrator is purportedly "selling assets at bargain basement prices" and the like have no basis in fact. Indeed, to the contrary, the Special Administrator has submitted a proposed order requiring that any sale of real property owned by the Estate must be "for an amount not less than ninety percent (90%) of the appraised fair market value, as determined by one or more qualified appraiser(s)." Doc. No. 401 at 1. Mr. Dixon's request for a restraining order should be denied.

III. Conclusion

In sum, Mr. Dixon has alleged no legally cognizable claim to any assets in Prince's Estate. Accordingly, Mr. Dixon's claim against the Estate should be dismissed. Likewise, there is no basis for Mr. Dixon's request for a restraining order, and his request should be denied.

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Dated: August 5, 2016

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