

FILED

April 21, 2017

**OFFICE OF
APPELLATE COURTS**

STATE OF MINNESOTA
IN COURT OF APPEALS
A16-1816

In the Matter of the Estate of:
Prince Rogers Nelson, Decedent.

ORDER OPINION

Carver County District Court
File No. 10-PR-16-46A

Considered and decided by Smith, Tracy M., Presiding Judge; Reilly, Judge; and
Klaphake, Judge.*

BASED ON THE FILE, RECORD, AND PROCEEDINGS, AND BECAUSE:

1. In this probate appeal, appellant Rodney H. Dixon argues that he is a creditor of the Estate of Prince Rogers Nelson. Dixon contends that he entered into a “verbal” or “implied” agreement with Nelson in 1982, at which time Nelson agreed to transfer ownership of all of his intellectual property to Dixon and to pay Dixon \$1 billion in exchange for “usage” of Dixon’s “creative works.” Following Nelson’s death in April 2016, Dixon filed a “Declaration, Petition & Demand for Notice of Rodney H. Dixon” in Carver County District Court, claiming to be a creditor of the estate. The district court dismissed Dixon’s claims with prejudice, and Dixon now appeals.

* Retired judge of the Minnesota Court of Appeals, serving by appointment pursuant to Minn. Const. art. VI, § 10.

2. “We review de novo whether a complaint sets forth a legally sufficient claim for relief.” *Walsh v. U.S. Bank, N.A.*, 851 N.W.2d 598, 606 (Minn. 2014). This court “accept[s] the facts alleged in the complaint as true and construe[s] all reasonable inferences in favor of the nonmoving 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.” *Id.* at 603.

3. We conclude that Dixon failed to set forth a legally sufficient claim for relief on his implied-in-fact contract claim. An implied-in-fact contract requires communication of a definite and specific offer, acceptance of that offer, and consideration. *See Commercial Assocs., Inc. v. Work Connection, Inc.*, 712 N.W.2d 772, 782 (Minn. App. 2006) (articulating these elements). The proponent of an implied contract bears the burden of proof. *Gryc v. Lewis*, 410 N.W.2d 888, 891 (Minn. App. 1987). Dixon claims that he is entitled to \$1 billion and ownership of Nelson’s intellectual property because Nelson breached their 1982 “implied-in-fact” agreement. However, Dixon failed to sufficiently allege an implied-in-fact contract claim. Therefore, because a specific and definite offer, acceptance of that offer, and evidence of consideration are necessary components of any contract, *Commercial Assocs., Inc.*, 712 N.W.2d at 782, the district court properly dismissed with prejudice Dixon’s claims against the estate.

4. We further conclude that Dixon’s claims are time-barred under Minn. Stat. § 541.05, subd. 1(1) (2016), which imposes a six-year statute of limitations for breach-of-contract claims. Dixon alleges that the parties entered into an agreement in 1982. The present action, filed in April 2016, is well outside the six-year statutory time bar.

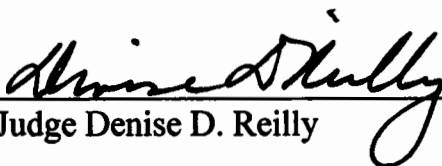
Accordingly, Dixon's claim against the estate fails as a matter of law, and the district court properly dismissed the claim with prejudice.

IT IS HEREBY ORDERED:

1. The district court's order is affirmed.
2. Pursuant to Minn. R. Civ. App. P. 136.01, subd. 1(b), this order opinion will not be published and shall not be cited as precedent except as law of the case, res judicata, or collateral estoppel.

Dated: April 19, 2017

BY THE COURT



Judge Denise D. Reilly