

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 JUN 13 2016
10 CARVER COUNTY COURTS

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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)

**THIRD DECLARATION IN SUPPORT OF
PETITION FOR ALLOWANCE OF CLAIMS
OF RODNEY H. DIXON
MOTION FOR BREMER TRUST TO SHOW
CAUSE FOR ITS PURPORTED DEFENSES**

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THIRD DECLARATION IN SUPPORT OF PETITION FOR
ALLOWANCE OF CLAIMS OF RODNEY H. DIXON
AND MOTION FOR BREMER TRUST TO SHOW CAUSE FOR PUPORTED DEFENSES

This Third Declaration of Rodney H. Dixon is in support of a Petition for Allowance of Claims of Rodney H. Dixon and Motion for Bremer Trust to Show Cause for Purported Defenses in the Carver County District Court in regard to the claims for the ownership of intellectual properties alleged to be owned by Prince Rogers Nelson at his time of death, and the amount of \$1 billion as a result of an implied-in-fact-agreement. This Third Declaration is included in conjunction with the Rodney H. Dixon's First Declaration filed on or about April 27, 2016 and the Second Declaration filed on or about May 11, 2016 with attachments thereof in addition to attachment without limiting the foregoing to documents filed in a lawsuit against Prince Rogers Nelson in the State of California.

Rodney H. Dixon has claimed ownership of the intellectual properties of Prince Rogers Nelson and \$1 billion based on an Agreement made between Prince Rogers Nelson and Rodney Herachio Dixon that has been described in great detail in previous declarations and with additional points in this declaration based in laws and facts as stated in all said Declarations.

Although all said claims have been asserted in concert with the laws of the State of California, the State of Minnesota, and the laws of the United States of America, Bremer Trust acting as Special Administrator have filed a Notice of Disallowance on or about June 2, 2016, against all said claims of Rodney Herachio Dixon under the following defenses: "Your claim which asserts, among other things, ownership of all intellectual properties of decedent and a debt

1 in the amount of \$1,000,000,000.00, presented on April 27, 2016, is disallowed in its entirety
2 because the claim has no basis in law or fact.”

3
4 Rodney H. Dixon thereby asserts that all said claims have been presented to the Carver
5 County District Court in accordance with multiple laws and facts in the manner prescribed by
6 law as valid and legal claims. Notwithstanding, it appears that Bremer Trust has failed to defend
7 against said claims in the manner prescribed by law. In particular, Bremer Trust have failed to
8 assert a plausible contrasting theory to claims asserted by Rodney H. Dixon as mandated by law.
9 Bremer Trust simply stating “disallowed in its entirety because the claim has no basis in law or
10 fact” are not defenses acceptable against the claims made by Rodney H. Dixon under the law.”
11 These defenses fail on their face as are Moot in regard to laws and facts.
12

13 In fact, Mr. Dixon previously described the legal defensive positioning that Bremer Trust or
14 any other contentious argument must follow in his second declaration under the law. In
15 particular, Bremer Trust or any other contentious argument against the claims of Rodney H.
16 Dixon for an implied-in-fact-agreement with Prince Rogers Nelson must show proof with
17 evidence that supports a contention that Prince Rogers Nelson did not agree to the agreement
18 asserted by Rodney H. Dixon. Bremer Trust simply naysaying isn't a legal defensive remedy
19 under the law that any court of competent jurisdiction can recognize.
20

21
22 Therefore, Rodney H. Dixon moves the court to order Bremer Trust to ‘Show Cause’ as to its
23 defensive posture against an implied-in-fact-agreement, by presenting evidence that Prince
24 Rogers Nelson did not agree to abide by the claims made by Rodney H. Dixon. Bremer Trust has
25 failed this test and therefore its Notice of Disallowance can actually be construed as acting in
26 Bad Faith. The definition of Bad Faith is as follows: “the intentional or malicious refusal to
27 perform some duty or contractual obligation.”
28

1 Rodney H. Dixon believes and herein alleges that Bremer Trust acting as Special
2 Administrator owes a fiduciary duty to decedent Prince Rogers Nelson, and as such must due its
3 due-diligence to discover the truth surrounding his affairs, including but not limited to the affairs
4 of Rodney H. Dixon.
5

6 Rodney H. Dixon hereby declares that he has reached out to Bremer Trust to discuss this
7 issue and has only received said Notice of Disallowance of Claim. Bremer Trust has not spoken
8 with Rodney H. Dixon to discuss this matter and Rodney H. Dixon hereby asserts that Prince
9 Rogers Nelson has never articulated to him at any time that any business, corporation, or
10 attorney would ever head his Estate. In fact, Rodney H. Dixon hereby declares that Prince
11 Rogers Nelson has always stated the contrary.
12

13 Notwithstanding, listed below are statutes and codes of law that support the claims asserted
14 by Rodney H. Dixon without limiting the previously declared statutes and codes described in the
15 First and Second Declarations in addition to the cases in the State of California.
16

17 *I. STATUTES AND CODES*

18 Claims – Minnesota Law - In accordance with the laws of the State of Minnesota under
19 Section 524.8, claims include liabilities of the decedent whether arising in contract or otherwise
20 and liabilities of the estate which arise after the death of the decedent including funeral expense
21 and expenses of administration. *(It is thereby asserted by Rodney H. Dixon that his claims are*
22 *supported by at least Section 524.8 arising in contract, in particular, implied-in-fact).*
23

24 Claims - Minnesota Law – Section 524.7, includes all of the property of the decedent, trust,
25 or other person whose affairs are subject to this chapter, as originally constituted, and as it exists
26 from time to time during administration. *(It is thereby asserted by Rodney H. Dixon that his*
27 *claims are supported by at least Section 524.7 relating to decedent intellectual property).*
28

1 Interested Person— Minnesota Law – Section 524.32, including heirs, devisees, children,
2 spouses, creditors, beneficiaries and any others having a property right in or claim against the
3 estate of a decedent, ward or protected person which may be affected by the proceeding. It also
4 includes persons having priority for appointment as personal representative, and other fiduciaries
5 representing interested persons. *(It is hereby asserted by Rodney H. Dixon that his claims are
6 supported by at least Section 524.32, in particular, Rodney H. Dixon has a claim against the
7 estate of the decedent).*

9 Personal Representative – Minnesota Law – Section 524.39, personal representative includes
10 special administrator. *(It is hereby asserted by Rodney H. Dixon that Bremer Trust is acting as
11 special administrator under Minnesota Law and as a result Rodney H. Dixon is perplexed why
12 the laws and facts support the position of Bremer Trust but negate the position of Rodney H.
13 Dixon? In particular, Bremer Trust has been inserted into this case as Special Administrator
14 supported by laws and Rodney H. Dixon has been inserted into this case as
15 Demandant/Petitioner (Interested Person) supported by laws. The law does not recognize
16 Bremer Trust without recognizing Rodney H. Dixon).*

17
18
19 Petition – Minnesota Law – Section 524.40, means a written request to the court for an order
20 after notice. *(It is hereby asserted by Rodney H. Dixon that his claims are supported by at least
21 Section 524.40, in particular, he has filed a Demand for Notice and other Petitions under the law
22 that have been granted and is now filing a Petition for Allowance of Claims).*

23
24 Notwithstanding, Rodney H. Dixon hereby declares with the support of multiple other laws
25 and facts as follows:
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1 2. *INTRODUCTION*

2 In accordance with the laws of the State of Minnesota under Section 524.8, Rodney
3 Herachio Dixon is a claimant against the Estate of Prince Rogers Nelson, et al. and includes
4 property of Prince Rogers Nelson in accordance with Section 524.7.
5

6 In accordance with the laws of the State of Minnesota under Section 524.32, Rodney
7 Herachio Dixon is an interested person in the Probate proceedings.

8 In accordance with the laws in at least the State of Minnesota, State of California, and the
9 Laws of the United States of America, Rodney Herachio Dixon has claimed that decedent Prince
10 Rogers Nelson entered into an Agreement for \$1 billion, and Rodney Herachio Dixon further
11 claims that Prince Rogers Nelson submitted the rights of intellectual property ownership to
12 Rodney Herachio Dixon in the year 1995 all under an implied-in-fact agreement.
13

14 In accordance with the laws of at least the State of Minnesota, State of California, and the
15 Laws of the United States of America, Rodney Herachio Dixon has claimed that decedent Prince
16 Rogers Nelson entered into this Agreement prior to the lawsuit filed in 1994 via a Verbal and
17 Implied-In-Fact Agreement and consummated the Implied-In-Fact-Agreement in the year 1995
18 after the lawsuit was filed.
19

20 In accordance with the laws of at least the State of Minnesota, State of California, and the
21 Laws of the United States of America, the claims of Rodney Herachio Dixon center on \$1
22 Billion owed by decedent Prince Rogers Nelson, and Rodney Herachio Dixon's claim of sole
23 and exclusive ownership of all intellectual properties alleged to be owned and controlled by the
24 decedent Prince Rogers Nelson at time of death.
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1 Therefore, in accordance with at least the State of Minnesota, State of California, and the
2 Laws of the United States of America, the claims of Rodney Herachio Dixon center of the
3 assertion of an implied-in-fact agreement.
4

5 Rodney Herachio Dixon is wondering if Bremer Trust is arguing that an implied-in-fact
6 agreement between Rodney Herachio Dixon and Prince Rogers Nelson did not take place in its
7 Notice of Disallowance of Claim dated June 2, 2016 based on its assertion, "because the claim
8 has no basis in law or fact?" Therefore, Rodney Herachio Dixon respectfully moves the court to
9 order Bremer Trust to Show Cause as to its purported defenses.
10

11 Although the laws claimed by Rodney Herachio Dixon mandates specific acts regarding a
12 legal contention that must go beyond skepticism, doubt, marginalizing and the like, Bremer Trust
13 has so far failed on all of these legal requirements. Being that legal issue is not based on criminal
14 law requirements (beyond a reasonable doubt); and that fact that this is a civil issue in probate
15 for a claim due (preponderance of the evidence), it is evidence or the lack thereof that must be
16 considered for a judicial conclusion. Therefore, Bremer Trust needs to come up with some
17 evidence to support its contentions in the manners prescribed by law.
18

19 **3. *BACKGROUND OF RODNEY HERACHIO DIXON & PRINCE ROGERS NELSON***
20

21 In 1982, Rodney Herachio Dixon entered into a verbal agreement with Prince Rogers
22 Nelson for the amount of \$1 million in 3 years or \$1 billion in 12 years. Prince was on the
23 "Controversy Tour" and Rodney Herachio Dixon was a guest of Roger Troutman of Zapp and
24 was introduced to Roger Troutman by a Warner Brothers executive; and at 6'4 Mr. Dixon was
25 the biggest person backstage. Rodney Herachio Dixon met Prince at said event.
26
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1 Rodney Herachio Dixon was asked to assist Prince Rogers Nelson to his tour bus and Mr.
2 Dixon complied. After getting Prince to safety while on the bus Rodney was asked by Prince if
3 he produced music. Rodney was currently a college student playing basketball. Mr. Dixon told
4 Prince he would help him and Prince asked Mr. Dixon, if he made music? Mr. Dixon told Prince
5 "yes" and Prince told Mr. Dixon to get him a demo tape. Prince told Mr. Dixon "because you
6 helped me I will help you." Mr. Dixon told Prince he was a student in college playing basketball
7 and Prince told Mr. Dixon he could pay him much more than basketball could. Mr. Dixon asked
8 Prince how much and Prince told him he would be a millionaire in 3 years. Mr. Dixon asked
9 Prince, "what if you can't do that?" Prince told Mr. Dixon that if he failed to make him a
10 millionaire in 3 years he would make him a billionaire in 12 years. Mr. Dixon asked Prince, how
11 could he be so sure? Prince told Mr. Dixon that he could do whatever he wanted to do.
12
13

14 This conversation continued over the phone and in person throughout the years. It continued
15 in Los Angeles and in Minneapolis. Through the years Mr. Dixon and Prince developed a code.
16 For example, when Mr. Dixon would call Paisley Park he would go by the name of "Monroe
17 Holloway." Notwithstanding, the term "Messiah" came up as a metaphor when relating to the
18 power that Prince had to perform his promise to Mr. Dixon.
19

20 It is hereby clearly understood that neither Prince nor Mr. Dixon thought they were Jesus.
21 The term Messiah was used to describe people that could do incredible things. For example, the
22 legendary basketball phenomenon Earl Monroe was called "Black Jesus." Nobody thought he
23 was Jesus Christ. Similarly, the term Messiah would come to mean something specific relating to
24 ancient Egyptian art from a position such as Pharaoh.
25

26 The term was originally related by Prince and Mr. Dixon to each other as "the ability to do
27 whatever you wanted" and "follow the leader." It was only something Prince and Mr. Dixon
28

1 used with each other without trying to replace Jesus Christ as The Messiah. This needs to be
2 made perfectly clear!

3 Mr. Dixon left school and got a band together and started recording music. Mr. Dixon created
4 a demo tape and gave it to Prince. Mr. Dixon would visit Prince at the recording studio "Sunset
5 Sounds" in Hollywood, CA.
6

7 Mr. Dixon became closely acquainted with various members of the Prince Organization. He
8 was in conversations on a consistent basis with members of Prince's band and Prince's
9 management. Mr. Dixon would tell his friends to watch the whole radio dial change after he gave
10 Prince a new song. Mr. Dixon would create a new song and give it to Prince and versions of
11 those songs with Mr. Dixon's distinct style would be on Prince's next album and the radio would
12 change! Mr. Dixon's friends and family used to ask him, "When are you getting paid?" Mr.
13 Dixon would tell them he is going to be a millionaire soon or a billionaire later if it takes more
14 than 3 years to get paid.
15
16

17 In 1985, Mr. Dixon and Prince met at Sunset Sounds and Mr. Dixon told Prince to pay-up the
18 million dollars because he was going to go in a different direction. Mr. Dixon was considering
19 signing up with another record company and later employed a music manager Dina Andrews.
20 Dina was also helping Jimmy Jam and Terry Lewis. Prince and Mr. Dixon had a huge argument
21 and Prince told him to "wait" because the deal they made was based on love and would pay off
22 big. Prince told Mr. Dixon he had the plan to take him higher than anyone could. Prince told Mr.
23 Dixon he would be a billionaire because of him. Prince told Mr. Dixon that nobody else would
24 be able to help him because Mr. Dixon's music was too far into the future.
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1 Dina Andrews convinced Dick Griffey of Solar Records to give a thumbs up to signing Mr.
2 Dixon but Mr. Dixon refused to sign with Solar Records. Dina Andrews was very upset and told
3 Mr. Dixon so.

4
5 Neal Portnow told Mr. Dixon he would be great writing songs for music groups like the
6 Thompson Twins but Mr. Dixon refused to write any music for Arista Records.

7 Rodney Herachio Dixon was going by moniker "Merc" back then. At one point (Merc)
8 became one of the most well-known unsigned artists in Hollywood but refused to sign a deal
9 with anyone waiting for Prince to fulfil his agreement. Why would Mr. Dixon do this?
10

11 In 1988, Rodney Herachio Dixon came to Minneapolis, Minnesota. Mr. Dixon was
12 accompanied by Salman Suleiman Benzaid from Saudi Arabia. At this time Mr. Dixon was
13 assisting Saudi Prince's in business development education and did some projects for family
14 members such as H.H. Bandar Alkhorayef. Mr. Dixon was going by the name of Aeric
15 Alexander Mercury at this time.
16

17 (Aeric) and Salman went to Minneapolis via Denver, Colorado to meet up with Prince
18 Abdulaziz before he became King.

19 Mr. Dixon met-up with members of the Prince organization Boni Boyer, Cat Glover, Sheila
20 E. Ingrid Chavez, Tony LeMans and former members like Dez Dickerson just to name a few
21 while on this trip to Minnesota. Mr. Dixon and Prince met-up at the Pacific Club in Minneapolis.
22 Prince was sitting at a table with Steven Fargnoli, Gilbert Davison, Duane Nelson and some
23 others. Mr. Dixon called over to him a girl he met (Annie Lobert – of the famous Prostitutes for
24 Jesus) and Mr. Dixon told Annie to go over to Prince and tell him that Aeric was there.
25

26
27 Annie and Mr. Dixon never had a romantic involvement whatsoever. In fact, Mr. Dixon was
28 speaking to her about Jesus just like he was speaking to Prince and everyone else. However, the

1 meeting between Prince and Mr. Dixon (Aeric) to meet at the Pacific Club was set-up by Boni
2 Boyer, one of Prince's band members. Prince told everyone to leave his table and he walked over
3 to Mr. Dixon (Aeric) and asked him "have you filed a case?" Mr. Dixon said to Prince "not yet."
4 Prince told him, "File a case." He started talking about "thieves in the temple." Salman Sulaiman
5 Benzaid was present during this exchange.
6

7 Annie and some friends asked Mr. Dixon (Aeric), what's up with you and Prince?" This
8 became the theme all over Minneapolis. That question became the billion dollar question from
9 everyone. Cat Glover once told Aeric; "everyone is using you to get closer to Prince." That was
10 interesting because these people were working with him every day.
11

12 Salman and Mr. Dixon stayed in Minneapolis for some time. On or about June 7, 1988, at
13 Prince's 30th birthday party. Boni, Sheila E., Levi and Mr. Dixon went to go audition bands to
14 hire them to perform at Prince's 30th birthday party. Everyone wanted to go home after meeting
15 with several groups, none which were very good, and Mr. Dixon convinced everyone to go and
16 listen to one more group. Mr. Dixon told Boni "we need to see every group because the goal is to
17 save Prince." Mr. Dixon was on a personal mission to help Prince develop a personal
18 relationship with Jesus.
19

20 This actually became the main focus of the relationship between Prince and Mr. Dixon
21 besides entertainment, and Prince would get mad at Mr. Dixon for always bringing it up. Boni
22 convinced Sheila and Levi to turn around. The last group they saw that night was the "Sounds of
23 Blackness." They were waiting for them in a church and they were fantastic. The leader Gary
24 Hines thanked everyone for showing up. Had Mr. Dixon not remained steadfast Sounds of
25 Blackness would have waited there for nothing. Later on Mr. Dixon produced a song with one of
26 the singers of Sounds of Blackness 'Wendy Ingram' before Prince used the group on the Batman
27
28

1 Soundtrack and before Jimmy Jam and Terry Lewis produced them. Wendy would later be in
2 some of Prince's videos.

3 Notwithstanding, Sounds of Blackness performed at Prince's 30th birthday party and it was
4 amazing. Mr. Dixon entered the party with Sheila E. on his arm and handed her off to Prince.
5 Nobody knew about the "potential case" that Mr. Dixon might file except for Prince. Boni Boyer
6 introduced Prince's mother to Mr. Dixon and she hugged him for minutes and would not let him
7 go. Mr. Dixon had no idea why his mother did that? Everyone Mr. Dixon talked to that night
8 Prince would follow behind him and talk to them.

9 Mr. Dixon saw Prince's sister (Tyka Nelson) sitting over at a table all alone. Mr. Dixon went
10 over to Tyka and asked her to dance. She turned from a sad look to a happy one. Mr. Dixon and
11 Tyka danced for 60 minutes straight. After the two of them finished dancing Prince came over to
12 Tyka and told her "Merc is going to take over everything." Prince said this right in the middle of
13 the dance floor.

14 There was a huge birthday card on the wall for Prince and Mr. Dixon told everyone at the
15 party "do not write in the circle of the P." Mr. Dixon and Boni Boyer went over to the giant
16 birthday card and Mr. Dixon wrote "I wish you heaven" in the P. The song is from Prince's CD
17 "Lovesexy."

18 Whenever Mr. Dixon was in Minnesota Prince followed him most everywhere he went. Even
19 when Mr. Dixon and Salman would get ready to leave Minneapolis and drive to the airport in a
20 limousine Gilbert Davison and Prince would pull up behind them in his black BMW 633. Right
21 in front of the parking area where it is loading and unloading only. It was then the "leader"
22 shifted from Prince to Mr. Dixon and Mr. Dixon started telling Prince "now I am the Messiah."
23 Again, we are not talking about trying to replace Jesus Christ.

1 You see when Mr. Dixon first gave Prince the first demo tape in 1983, Mr. Dixon told Prince
2 that his soul was more important than fame and fortune. Mr. Dixon encouraged Prince to change
3 his music and leave all the sexual stuff behind. Prince would then go into concerts and he would
4 act as if he was talking to God and tell God that the world wanted him to be bad. Nobody really
5 understood what Prince was doing but he was really talking to God.
6

7 But as far as Mr. Dixon was concerned Prince appreciated Mr. Dixon's faith and resolve
8 because he wasn't singing about all the sex stuff no matter what the price of payment. How much
9 is a soul worth?
10

11 Once Mr. Dixon walked down the left center aisle at Prince Lovesexy' Concert at the Forum
12 in Inglewood, California. Prince stopped the entire concert and brought Boni and Cat over to
13 where Mr. Dixon was standing. Prince stopped playing his song and made the entire place sing
14 "Love is God, God is love" in acapella. Everybody sang it and Prince looked straight at Mr.
15 Dixon and smiled. After the show Mr. Dixon was going backstage VIP and he saw Kadeem
16 Hardison trying to get backstage but couldn't. Mr. Dixon got Kadeem and brought him
17 backstage.
18

19 Back to Minnesota in 1988-1990, Mr. Dixon would sometimes room with Boni Boyer at the
20 Residence Inn in Chanhassen, MN. Prince gave everyone a vacation just before the Lovesexy
21 Tour. He told everyone to take everything out of the rooms so that he did not have to pay for
22 them while they were away. He told Boni to tell Mr. Dixon he did not have to go. The room Mr.
23 Dixon was in was the only room Prince paid for during that vacation.
24

25 Mr. Dixon still did not sue Prince in a court of law but instead attempted one last time to
26 collect on the deal they made. Mr. Dixon started working on his song "Queen Hottie" in 1991
27 and finished the CD "Merc the Master of Seven" in 1993. On or about March 29, 1993, Rodney
28

1 Herachio Dixon, who at that time went by the name of Aeric Alexander Mercury, received notice
2 from Warner Brothers Records that they chose to pass on the project "Merc." This project was
3 for the CD 'Merc the Master of Seven' created by Aeric Alexander Mercury. This CD was about
4 the world turning to the Solar Revolution in the near distant future.
5

6 Mr. Dixon sent it to Warner Brothers and explained to them he just wanted to collect on his
7 deal promised by Prince. Warner Brothers Records rejected the deal. Mr. Dixon reached out to
8 Prince and complained about the rejection and Prince told Mr. Dixon "File a case against me
9 that's the only way you are going to collect." He kept saying "It's just around the corner." Mr.
10 Dixon told Prince to settle for a smaller amount and Prince said "no it's not big enough to set
11 you up."
12

13 In 1994, Mr. Dixon started working on the case he would later submit into the Superior Court
14 of California. Mr. Dixon did this in a way that Prince would be able to understand and Warner
15 Bros. Records would see the creative promise we were building together. It was an expression in
16 art reminiscent of ancient Egypt that Prince thought was incredible. It was what Mr. Dixon called
17 "Solar Art."
18

19 The first thing Mr. Dixon did was file for an Adult Adoption Petition to be "a son" of God
20 and Earth. The court ruled that the petition was "Beyond This Court's Jurisdiction; Appeal to a
21 Higher Authority." This case was to illustrate a point that Rodney Herachio Dixon
22 (Aeric/Rameses) was without an inheritance and was inserted to let Prince know how important
23 the agreement was to the legacy of Mr. Dixon for his family. (LA Superior Court – County of
24 Los Angeles – Case No. BT6128). **Exhibit A.**
25

26 On or about May 23, 1994, Mr. Dixon sent a fax to Janet Jackson regarding the concept of
27 Queen Hottie relating to the character of Rameses XII. The document clearly shows that it is
28

1 from Royalty Records, Inc. and with a copyright of 1994. Additionally, the content is clearly
2 entertainment in nature. This document was inserted into (LA Superior Court – County of Los
3 Angeles – Case No. BC113137). **Exhibit B.**

4
5 On or about August 29, 1994, Mr. Dixon filed a Fictitious Firm Name “The Game” as a
6 “Contest” for Mail Order in Las Vegas, NV under the name of Aeric Alexander Mercury. The
7 Game included 12 safe deposit boxes and “A Word from The Higher Authority.” The Game
8 includes Rules and Information illustrated by Rameses XII and states “We believe The Game
9 offers excitement for the adventurous spirit and for your gaming pleasures.” Further, The Game
10 consists of these characters Rameses XII (Game Host and Creator of “The Game”), Nofretari II
11 (Guest Hostess and holder of 24 keys to twelve security boxes that house and protect twelve
12 answers); Nakht II and Imhotep II (Inspiration of Rameses XII and Nofretari II) and Bank of
13 America (Protector of twelve answers). Notwithstanding, The Game also includes God’s
14 Recovery System and the graduates are Earth and Star Gods. The Game illustrates that the Game
15 Host is Rameses America Mercury, Pharaoh of the United States and Canada and it clearly states
16 it is for Educational Purposes Only and is in concert with entertainment illustrated by Copyright
17 in 1994, which was derived from an entertainment CD created in 1993, from a song created in
18 1991. These documents were inserted into (LA Superior Court – County of Los Angeles – Case
19 No. BC113137). **Exhibit C.**

20
21
22
23 On or about September 23, 1994, The Game was setup and the case was now submitted
24 against Prince Rogers Nelson and Warner Brothers Records, et al. On Line 6 it clearly states
25 “On or about December 1982 or at all times mentioned herein, Plaintiff, Rameses America
26 Mercury, has been the holder of a certain claim against Prince Rogers Nelson. This claim
27 consists of music, promises, and beliefs, in particular, plaintiff, Rameses America Mercury,
28

1 agreeing to a total free-agency music deal introduced by defendant Prince Rogers Nelson to
 2 plaintiff, Rameses America Mercury, in exchange for favors and music, and that free-agency
 3 deal would include three option years in which plaintiff would have the option to renew, and that
 4 defendant, Prince Rogers Nelson, guaranteed that plaintiff would be a millionaire at the end of
 5 the term(s), and that if he failed to fulfill said obligation defendant, Prince Rogers Nelson, would
 6 pay Plaintiff, Rameses America Mercury, the sum \$1,000,000,000 in twelve years, and that
 7 defendant, Prince Rogers Nelson, agreed in confidence stating he could make anyone a
 8 millionaire because he was the Messiah, and that I was a fan and aspiring songwriter and
 9 musician who believed he could perform all such claims, and would fulfill all such promises, and
 10 waited for confirmation to see if he was indeed the Messiah, and that defendant would begin to
 11 perform his obligation once he had received a demo tape from Plaintiff, Rameses America
 12 Mercury.”

13
 14
 15 Rodney Herachio Dixon continues on Line 16, Page 3 to state “(Case No. BS28814 – Name
 16 Change Declaration), plaintiff, Rameses America Mercury, became The Higher Authority, which
 17 makes him the official Messiah, and that on July 13, 1994 at Superior Court, County of Los
 18 Angeles (Case No. BS28814 – Name Change/Declaration), Plaintiff, Rameses America Mercury,
 19 appointed defendant, Prince Rogers Nelson, as a very close associate of the Messiah, and that
 20 defendant, Prince Rogers Nelson, owes to plaintiff, Rameses America Mercury, the sum of
 21 \$1,000,000,000 without interest on and around and from and after December 14, 1982, all due on
 22 December 14, 1994. (LA Superior Court – County of Los Angeles – Case No. BC113137).

23
24
25 **Exhibit D.**

26 The fact of the matter is Prince Rogers Nelson and Rodney Herachio Dixon initiated this
 27 agreement in 1982 and continued confirming the agreement throughout their life afterwards. This
 28

1 case was inserted into court in 1994 (12th year when \$1,000,000,000 was due. Therefore, it
2 becomes obvious that the concept of Messiah had something else going on rather than professing
3 to be Jesus Christ. It clearly shows the concept of The Higher Authority, music, etc. and that
4 coincides with the fact that Rodney Herachio Dixon (Aeric/Rameses) is the Creator of The
5 Game. It's ART.
6

7 The concept has several points. One point is a Rameses character would think he was the
8 Messiah and make that claim in a heartbeat. In fact, Pharaoh's believed they were gods and
9 supremacy of the Sun thereof. Second point is that the Creator of The Game would Rameses the
10 Messiah of The Game. It is obvious not a claim for the real Messiah.
11

12 The Game was created in 1994 and was registered in Las Vegas, NV. The Game was derived
13 from music created by Rodney Herachio Dixon (Aeric/Rameses) and therefore Rameses XII as a
14 created character is anything he wants to be in regard to that entertainment/education creation. It
15 clearly showcases copyright and "educational purposes only" on the material.
16

17 Third point is that Prince had to now follow Mr. Dixon because he definitely did not have
18 creative abilities at this level and therefore the concept of Messiah as leader between the two was
19 crystalized. It all lines up with the premise of the art as it relates to being creator of The Game as
20 Rameses XII. Again the character was based in entertainment. What was real are the claims of
21 what Prince and Mr. Dixon agreed to financially?
22

23 On or about September 30, 2016, Rodney Herachio Dixon (Mercury) inserted into the case a
24 Declaration of Rameses America Mercury, Pharaoh of The United States of America and
25 Canada. The response of Warner Brothers Records and others to these declarations did not catch
26 Prince and Mr. Dixon by surprise, but it did confirm the level of Mr. Dixon's artistic expressions.
27
28

1 The Defenders had little ability to separate the art from the reality. This is why Mr. Dixon
2 called his music company Royalty Records because it is true that many Black American's come
3 from African Royalty and others as African commoners. However, this was art on display and
4 respondents were treating everything as if it was all real life in full. As events were taking place
5 in real time, Mr. Dixon was inserting updates into The Game with new identities and concepts
6 that were being created on the spot which should have demonstrated the artwork clearly.

7
8 Mr. Dixon believes and herein alleges that the court caught on faster than Warner Brothers
9 Records, and at least figured out how gifted of an artist Mr. Dixon is. However, there was also
10 reality as well. For example Mr. Dixon stated in a declaration "and that Prince Rogers Nelson
11 shall remain silent and allow these deeds and actions to take place" and also "that this is my
12 inheritance as sought forth in (case no. BT6128 – Mercury Adult Adoption – February 25, 1994,
13 Superior Court, Los Angeles)."

14
15 The fact that Prince Rogers Nelson remained silent gave a blow to Warner Brothers Records
16 and gives a blow to Bremer Trust today, and that Mr. Dixon's claims are his inheritance"

17
18 Then there was the entertainment, for example, a declaration states; "Notwithstanding, Mr.
19 Dixon included a concept called the Universal Church of God which includes Mercury, Venus,
20 Mars and Jupiter with Rameses XII, Nofretari II, Nakht II, and Imhotep II." It should have been
21 obvious Mr. Dixon was talking about entertainment and education concepts which can be
22 comprised to mean "edutainment."

23
24 Therefore, the real question outside of taking everything verbatim would be the question of;
25 what is the education part? What was Prince and Mr. Dixon trying to teach? Is it only Mr. Dixon
26 that is doing the teaching? Is Prince just a student? What is Prince's role in the matter? Is Prince
27 teaching to? Are they both teaching Warner Bros. Records a lesson?
28

1 Rodney Herachio Dixon believes and herein asserts that the obvious answer is that Rodney
2 Herachio Dixon is the Creator of The Game and showed Prince how The Game was to be played.
3 Since Mr. Dixon doesn't have an inheritance the money owed him by Prince was deemed by Mr.
4 Dixon as his inheritance. Prince's adherence to Mr. Dixon's legacy regarding the contract
5 agreement they made was Prince being true to his heart.
6

7 Notwithstanding, Mr. Dixon created a concept that was being played out in a court of law to
8 demonstrate his artistic prowess while Prince privately applauded in admiration when others
9 didn't know what live or what was Memorex? Prince was enjoying this more than any
10 movie and he began creating songs that would reflect this new era we will usher into the
11 entertainment sector.
12

13 Prince followed up these concepts Mr. Dixon inserted into the lawsuit with his CD
14 Emancipation. Mr. Dixon will discuss Emancipation later in this declaration. The program that
15 was created by Mr. Dixon and accepted by Prince was a concept that would grow to a multi-
16 billion dollar business level; but legal people got in the way and hindered it because of their lack
17 of understanding, or they didn't want Prince and Mr. Dixon to own it.
18

19 As stated, Prince Rogers Nelson did his part by remaining in silent compliance so that
20 Rodney Herachio Dixon could collect on what was promised and bring in the new era of
21 entertainment with Solar Art. Prince never contended any claims made by Mr. Dixon. That was
22 the beauty of the situation. The both of us followed and obeyed the law. The fact the judgment
23 was perverted upset Prince greatly. By being overlords of the law rather than serving the law
24 they locked up a multi-billion dollar bonanza thinking they were doing the right thing. (LA
25 Superior Court – County of Los Angeles – Case No. BC113137). **Exhibit E.**
26
27
28

1 On or about October 12, 1994, Warner Brothers Records filed a Notice of Demurrer and
2 Demurrer of Defendant Warner Bros. Records Inc. to Plaintiff's Complaint; Memorandum of
3 Points and Authorities in Support Thereof. The date of the hearing was set for November 16,
4 1994. On Line 15, Page 4, Warner Bros. Records states "Despite its best efforts, WARNER has
5 been unable to decipher the specific claims and allegations plaintiff Ramses America Mercury
6 (hereinafter referred to as "MERCURY") is attempting to assert in his complaint. While
7 MERCURY has designated his claims as "fraudulent transfer or obligation" and "conspiracy",
8 MERCURY has, among other serious deficiencies, failed to assert against which defendant each
9 cause of action is stated. More seriously, however, it appears that MERCURY's claims, as a
10 whole, may have arisen in a world in which only MERCURY himself exists. On these basis
11 alone, these claims should be dismissed without leave to amend." (LA Superior Court – County
12 of Los Angeles – Case No. BC113137). **Exhibit F.**

13
14
15
16 The response of Warner Bros. Records that MERCURY may have arisen in a world in which
17 only MERCURY exists puzzled Prince and Mr. Dixon. They didn't know if Warner Bros.
18 Records figured it out and was playing along or they were actually dumbfounded?
19 Notwithstanding, it took several months before Mr. Dixon let Warner Bros. Records out of the
20 case. At this point it would have been a very wise decision for Warner Bros. Records to sign
21 MERCURY to a record deal (Free-Agent Style that is).
22

23 The case was still running. Since Warner Bros. Records' defense was that "MERCURY
24 failed to assert against which defendant each cause of action is stated" the removal of Warner
25 Bros. Records left only one Defendant remaining which means that each cause of action was
26 applicable against – Prince Rogers Nelson. Also, it is understood that highlighted causes of
27 action does not limit actual causes of action being applicable in the pleadings as long as the
28

1 elements of such causes are stated in the pleadings. Therefore the causes of actions stated as
2 headings never limited the claims to specific causes of action. The insertions of causes of action
3 labels are constituted by law as easy reference for judges apply decisions and searches but like
4 section headings in a contract they have no legal weight whatsoever.

6 That fact is the case against Prince Rogers Nelson was never dismissed. Therefore,
7 everything stated before and after Warner Bros. Records was let out of the case relates legally to
8 Prince Rogers Nelson, and that's a fact. The point was to usher Mr. Dixon into the spotlight as
9 the creator of The Game and get the game started.

11 On or about November 16, 1994, at a scheduled hearing for the Demurrer of Warner Bros.
12 Records the court allowed Mr. Dixon 30 days to amend his complaint and refrained from
13 dismissing the case in contrast to the request of Warner Bros. Records. (LA Superior Court –
14 County of Los Angeles – Case No. BC113137). **Exhibit G.**

16 On or about November 23, 1994, after the Demurrer Hearing (November 16, 1994), Rodney
17 Herachio Dixon (MERCURY) filed “The Declaration of Rameses America Mercury Pharaoh of
18 the World” and included more entertainment with new features from current activity. Mr. Dixon
19 and Prince were really surprised at how far this case was going outside of the entertainment
20 realm as people thought they were fighting a real Pharaoh. The more entertainment material that
21 was filed the more people thought Mr. Dixon and Prince were both crazy. However, the further
22 the case moved onward the more Judge Auerilo was coming to an understanding there was a
23 method to the madness.

25 By now people thought Mr. Dixon was really promoting that he was the reincarnation of
26 Pharaoh when it clearly showed the character was made up as part of The Game which was
27 registered in Las Vegas, NV as a game or riddles.
28

