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CARVER COUNTY COURT

Rodney H. Dixon

November 17, 2017

The Honorable Kevin Eide
Judge of the District Court
Carver County Justice Center
604 East 4th Street
Chaska, MN 55318

Re: In re the Estate of Prince Rogers Nelson
Court File NO. 10-PR-16-46

Dear Judge Eide:

I write in response to correspondence filed by Personal Representative, Comerica Bank & Trust, dated November 17, 2017.

It appears there is a discrepancy regarding the ruling made by the honorable Otis D. Smith II. Specifically, the Personal Representative, in its November 17th letter, leaves out material facts articulated by the honorable Otis D. Smith II.

Comerica Bank & Trust states the following:

“Judge Wright's order restrains Mr. Dixon from "initiating a new action" against the Personal Representative that is related to "a contract, of any type, to which Prince was a party.”

However, the honorable Otis D. Smith II clearly states, “Plaintiff, or any person acting on his behalf, must first obtain written authorization from a magistrate judge before initiating a new action against Comerica Bank and Trust, N.A. as Personal Representative for the Estate of Prince Rogers Nelson; NPG Music Publishing, LLC; NPG Records, Inc.; or any other entity controlled by the Personal Representative that is related to (1) a contract, of any type, to which Prince was a party.””

Therefore, Comerica Bank & Trust errors in its assertion that the honorable Otis D. Smith II, restrains Mr. Dixon from “initiating a new action.” The judgment clearly states that Mr. Dixon must first obtain written authorization from a magistrate judge before initiation. Therefore, the request made on November 9, 2017, to obtain written authorization from the honorable Kevin Eide, complies with the ruling made by the honorable Otis D. Smith II.

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It appears the Personal Representative is focusing on the words, “a contract, of any type, to which Prince was a party,” and leaving out the rest. Notwithstanding, the honorable Otis D. Smith II, made his understanding very clear in this regard, and Comerica Bank & Trust appears to contradict its own arguments and contentions that were relied upon by the honorable Otis D. Smith II before rendering his decision.

Specifically, Comerica Bank & Trust stated, (1) “The license terminated upon Prince’s death on April 21, 2016. (Id.)” (2) “Moreover, taking Mr. Dixon’s allegations as true, the implied license expired and was terminated upon Prince’s death. (FAC ¶ 3.) Defendants’ supposedly damaging actions “engaging licensors” occurred after the license expired. (Id. ¶ 77.)” and, (3) “Moreover, based on Mr. Dixon’s own assertions, the alleged contract at issue terminated on Prince’s death. Defendants cannot breach a contract that is no longer operative.”

Therefore, the court reasoned there is no contract to dispute after being terminated on April 21, 2016 by Mr. Dixon. Notwithstanding, the honorable Otis D. Smith II, recognized there remains the issue of \$1 consideration received by Mr. Dixon, prior to April 21, 2016, whereas, the honorable Otis D. Smith II ruled as follows:

“Plaintiff’s Minnesota petition does not appear to have contained the allegation about receiving consideration from Jerry Edelstein that the present pleadings now contain. Therefore, the Minnesota court was correct in stating that the agreement or agreements (depending on how one views them) were not supported by adequate consideration. (See Tavernier Decl. Ex. D at 251.)”

Thus, Comerica Bank & Trust cannot have it both ways. On the one hand Comerica Bank & Trust argue the cases are duplicative, however the federal court ruled that the receipt of \$1 consideration was not, and have not, been litigated in any case. Therefore, there appears to be an error asserted by Comerica Bank & Trust in its letter to the honorable Kevin Eide dated November 17, 2017.

Therefore, the reality of the situation is as follows:

(1) The honorable Otis D. Smith clearly establishes that the claim for \$1 consideration is not duplicative, and was never subject to the ruling made by the honorable Kevin Eide or any other court.

(2) The claim for \$1 million, based on the cancelled contract with Prince, was made before the claims deadline, and was not subject to the *lacks consideration* ruling made by the honorable Kevin Eide, and is not duplicative of the \$1 billion and 965 claims based on an active contract.



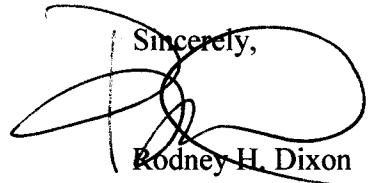
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(3) A magistrate judge only needs to provide written authorization for this claim to move forward regardless.

Therefore, the honorable Otis D. Smith II ruled that Mr. Dixon could have brought up the entire action in the Minnesota Probate Court because of its general jurisdiction status, thereby ruling, (1) copyright infringement; (2) breach of contract; and (3) intentional interference with contractual relations, as vexatious litigation, in concert with the Minnesota Probate Court order of frivolous, but not based on receipt of \$1 consideration. Although, Comerica Bank & Trust sought a broad ruling for vexatious litigant designation, it was not granted.

The federal court also ruled the creative avatar characterizations based on a planned online-entertainment super-portal are out of place in legal pleadings, further substantiating a vexatious element. Notwithstanding, these elements were inserted in 1994, and are irrelevant to this request today. Although, Comerica Bank & Trust focuses on these elements for their narrative, the \$1 consideration was received after this artwork was created, and is not in any way the focus of this claim.

Therefore, it is clear, the ruling of the honorable Otis D. Smith II, does not render Mr. Dixon's claims for monies owed null-in-void. Therefore, this request to the honorable Kevin Eide, to deem this action a claim that is separate and timely from this Court's prior ruling, with consideration received for an agreement prior to April 21, 2016, for \$1 million due upon termination of that agreement on April 21, 2016, complies with the Minnesota Probate Court and Federal court orders, and arguments and contentions of all parties, and should be allowed.

Sincerely,

Rodney H. Dixon
Pro Se

Cc: (Via Email)

Joseph Cassioppi

ATTACHMENT

Dixon v. NPG Music Publishing, LLC
WL2469352 (C.D. Cal. June 6, 2017)

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**United States District Court
Central District of California**

RODNEY HERACHIO DIXON,
Plaintiff,

Case № 5:17-cv-00363-ODW (DTB)

v.

JUDGMENT

NPG MUSIC PUBLISHING, LLC; NPG
RECORDS, INC.; COMERICA BANK
AND TRUST N.A.; and DOES 1–10,
Defendants.

On February 24, 2017, Plaintiff Rodney Herachio Dixon filed a complaint in this Court. (ECF No. 1.) On April 5, 2017, Plaintiff filed a first amended complaint alleging: (1) copyright infringement; (2) breach of contract; and (3) intentional interference with contractual relations. (First Am. Compl. ¶¶ 64–87, ECF No. 26.) On June 6, 2017, the Court granted Defendants’ motion to dismiss without leave to amend and Defendants’ motion to deem Plaintiff a vexatious litigant. (ECF Nos. 30, 39.)

It is therefore **ORDERED, ADJUDGED, and DECREED** as follows:

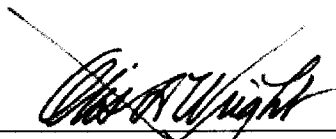
1. Plaintiff shall recover nothing from Defendants, and his claims against Defendants are dismissed on the merits and with prejudice;

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- 2. Defendants shall recover costs from Plaintiff as evidenced by a bill of costs.
- 3. Plaintiff is a vexatious litigant.
- 4. Plaintiff, or any person acting on his behalf, must first obtain written authorization from a magistrate judge before initiating a new action against Comerica Bank and Trust, N.A. as Personal Representative for the Estate of Prince Rogers Nelson; NPG Music Publishing, LLC; NPG Records, Inc.; or any other entity controlled by the Personal Representative that is related to (1) a contract, of any type, to which Prince was a party, or (2) any of the 965 songs included in the April 4, 2014 transfer of rights (the "Exclusive Songwriter Agreement"). Plaintiff will be allowed to file a complaint if a magistrate judge finds that the proposed complaint is not frivolous and not duplicative of any claim Plaintiff has already filed in state or federal court. If the magistrate judge allows the filing but determines, based on the pleadings and any evidence provided by the parties, that there is no reasonable probability Plaintiff will prevail in the litigation, the magistrate may order Plaintiff to first post security in an appropriate amount to be determined by the magistrate.

IT IS SO ORDERED.

June 6, 2017



OTIS D. WRIGHT, II
UNITED STATES DISTRICT JUDGE

cc: Civil Intake