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CASE SUMMARY

JUN 1 3 2016

CASE NO. 10-PR-16-46

CARVER COUNTY COURTS

FILED

THE ESTATE OF PRINCE ROGERS NELSON

CASE SUMMARY

The premise of the claims set forth by Petitioner Rodney H. Dixon for Allowance of Claims for debt owed by decedent Prince Rogers Nelson against his Estate are as follows:

- 1. Rodney H. Dixon and Prince Rogers Nelson met in the year 1982 and established an agreement for payment of \$1 million in 3 years or \$1 billion dollars in 12 years for music works and other creative, business, and spiritual guidance from Mr. Dixon.
- 2. In the year 1994 Mr. Dixon filed suit against Prince Rogers Nelson and Warner Brothers Records for payment of \$1 billion dollars.
- 3. Since Prince was not worth \$1 billion Mr. Dixon included the creative works of Prince (copyrights including the vault) in order for Mr. Dixon to make the money with the creative works to satisfy the debt.
- 4. Warner Brothers Records Demurred to the lawsuit and sought to have the case dismissed in its entirety.
- 5. Warner Brothers Records was not successful in its attempt to dismiss the case in its entirety and came to a meeting of the minds with Mr. Dixon aided by Judge Auerilo Munez for the case to be dismissed "as to" Warner Brothers Records.
- 6. Prince Rogers Nelson refused to contend the claims by Rodney H. Dixon to the amazement of his attorneys and Warner Brothers Records.
- 7. Mr. Dixon directed in the lawsuit against Prince Rogers Nelson to remain silent so that Mr. Dixon can collect the debt owed which would quantify as his inheritance in which Prince complied.
- 8. Rodney Herachio Dixon and Prince Rogers Nelson have a great taste for ancient Egyptian history and culture.
- Rodney Herachio Dixon inserted into the case against Prince Rogers Nelson ancient Egyptian art
 and casts celebrities including but not limited to Prince in a scene unprecedented in a court of
 law changing the way legal experts see entertainment law.
- 10. During the case Prince began recording a new CD Emancipation based on his study of ancient Egypt. Prince admitted in media the ancient Egyptian concept for him was new.
- 11. While Prince was working on gaining back ownership of the masters that Mr. Dixon sought from Warner Brothers Records during the case in California Mr. Dixon was working on a multi-billion dollar online concept.
- 12. Mr. Dixon has never been paid any monies by Prince.
- 13. In 2014, Prince was able to acquire the rights to the copyrights.
- 14. In 2014, Mr. Dixon began working in the US Solar Market.
- 15. The CD Mr. Dixon produced in 1993 that was rejected by Warner Brothers Records is Merc the Master of Seven featuring Solar Love.
- 16. The premise of the case in 1994 filed against Prince and Warner Brothers Records was based on The Time.
- 17. On April 21, 2016, Prince accidentally died from an overdose of pills.



- 18. On April 27, 2016, Rodney H. Dixon filed a claim in the Carver County District Court for the monies owed and claimed in the lawsuit filed against Prince Rogers Nelson followed by another declaration.
- 19. Rodney H. Dixon has filed his claim based on an implied-in-fact agreement with Prince Rogers Nelson for the amount of \$1 billion dollars and ownership rights to all intellectual property owned by Prince Rogers Nelson and supported by multiple statutes and codes in both the States of California and Minnesota.
- 20. Bremer Trust, Special Administrator has filed a Notice of Disallowance of Claims made by Rodney H. Dixon based on the allegation that the claims are not based on any law or fact.
- 21. The claims made by Rodney H. Dixon against the decedent Prince Rogers Nelson have stood for 22 years and have never been dismissed in a court of law.
- 22. Rodney H. Dixon asserts that Bremer Trust, Special Administrator must do more than act as a naysayer and must apply actual laws and statutes to support its position against the claims of Rodney H. Dixon as specified under the law. In particular, Bremer Trust must provide evidence that Prince did not intend for Rodney H. Dixon to be the recipient of a billion dollar contract and as sole and exclusive owner of the estate.
- 23. Rodney H. Dixon has provided a book of testimony, evidence, statutes and laws to support his claims that Prince did intend for Rodney H. Dixon to be the recipient of a billion dollar contract and as sole and exclusive owner of the estate and further supplied activity and names to further support his claims that Prince was ultimately inspired by Mr. Dixon to the utmost.
- 24. Rodney H. Dixon has provided documentation that has in fact created a potential multi-billion dollar concept to take the Prince estate to heights no one else has presented and that all of this is in line with the direct hopes of Prince.
- 25. Over a 34 year period of being in a unique relationship with Prince Rogers Nelson, Mr. Dixon knows of no other person that has ever been in Prince's organization as an artist, dancer, musician, attorney, accountant, record executive, family member, etc. that can do all of the things he can do and as such stands out as the single most qualified person to take the Prince legacy to unprecedented heights.
- 26. Rodney H. Dixon believes and alleges that Prince chose him for this exact role 34 years ago and as such the \$1 billion dollar deal is by no means frivolous and any such statements of the like are deemed racist.
- 27. Rodney H. Dixon therefore requests the court to allow his claims for \$1 billion dollars and ownership rights to all of the intellectual property held by Prince at his time of his death in order to satisfy the Prince's contract obligation to Mr. Dixon as Prince wanted.
- 28. Rodney H. Dixon believes and herein alleges that Prince forbid any of his attorneys from contesting the claims made by Rodney H. Dixon and any such move today would be in violation of his will as it relates to the claims made by Rodney H. Dixon.
- 29. Rodney H. Dixon requests that a hearing to discuss this matter take place as soon as possible with proper notice for Mr. Dixon to travel to Minnesota and can even take place during the Probate Hearing on June 27, 2016.

APPENDIX

CASE NO. 10-PR-16-46

THE ESTATE OF PRINCE ROGERS NELSON

APPLICABLE LAWS AND STATUTES

MINNESOTA STATUTES

- 1. Section 524.7
- 2. Section 524.8
- 3. Section 524.32
- 4. Section 524.39
- 5. Section 524.40
- 6. Section 524.3-804
- 7. Section 524.3-806
- 8. Section 524.3-807

CALIFORNIA CODE OF CIVIL PROCEDURE

- 1. Section 1619
- 2. Section 1620
- 3. Section 1621
- 4. Section 1622
- 5. Section 3509
- 6. Section 3519
- 7. Section 3521
- 8. Section 3522
- 9. Section 3528
- 10. Section 3529
- 11. Section 3531
- 12. Section 3541
- 13. Section 3545

OTHER APPLICABLE LAWS AND STATUTES

These sections are not to be construed as an exhaustive set of applicable laws and statutes supporting the claims of Rodney H. Dixon in this matter 10-PR-16-46. Additionally, any sections deemed void by the court will not eliminate any and all other codes applicable under the law.

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CASE NO. 10-PR-16-46

THE ESTATE OF PRINCE ROGERS NELSON

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B:	Entertainment Offer – Pre-Filing to Lawsuit /Jackson / LASC
C:	The Game Entertainment Creation – Pre-Filing / Ancient Egyptian Rameses XII / LASC
D:	Lawsuit Filing – Rameses v. Prince, et al / LASC
E:	Prince remains silent per directive from Plaintiff Rameses America Mercury / LASC
F:	Warner Bros. Records files Demurrer / LASC
G:	Warner Bros: Records Demurrer without Leave to Amend Filed / LASC
H:	Motion to Dismiss Without Leave to Amend Fails / Amend With Leave Granted / LASC
l:	Warner Brothers Ex-Parte to Dismiss Case Entirety Filed / LASC
J:	Warner Brothers Ex-Parte Motion to Dismiss Failed / LASC
K:	Warner Brothers Ex-Parte Motion to Dismiss Acknowledges Fail / LASC
L.	Warner Brothers Granted Dismissal "As To" Warner Brothers Records not Prince / LASC
M.	Rameses America Mercury name change back to Rodney Herachio Dixon / LASC
N:	Prince Releases CD Emancipation based on Ancient Egyptian studies / Media
O:	Rameses America Mercury converts to Christianity / Jesus is the Messiah / LASC
P:	Rodney H. Dixon filed Declaration as sole and exclusive owner and \$1B holder / LASC / CCDC
Q:	Rodney H. Dixon files Declaration in Support of Implied-in-fact-Contracts / CCDC
R:	Prince Rogers Nelson hoped to help a Black Mark Zuckerberg emerge / Media
S:	Bremer Trust appointed Special Administrator / CCDC
T:	Bremer Trust granted the authority to take depositions, etc. Prince business / CCDC
U:	Prince was a fan of ancient Egyptian artwork / Media
V:	Billion dollar Sheikhs support Rodney H. Dixon genius business concept / CCDC
W:	Billionaire Brett Icahn likes Rodney H. Dixon multi-billion dollar dot-com concept / Email
X:	Rodney H. Dixon may be the first black dot-com multi-billionaire as envisioned by Prince / Media
Y :	Bremer Trust filed Disallowance of Claims of Rodney H. Dixon / CCDC
Z.	Prince's lyrics do not support Bremer Trust efforts but do the efforts of Rodney H. Dixon / Lyrics

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EXHIBIT A

Aeric A. Mercury 352 Sutton Court Pomona, CA 91767 Telephone (909) 626-4681 Petitioner In Pro Per

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Filed on demand ORIGINIAL FILED

FEB 22 1994

SUPERIOR COURT

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES

FOR THE COUNTY OF LOS ANGELES

In the matter of the Adoption Petition of Aeric Mercury An Adult Person BC 1131388 No. BT6128

PETITION FOR ADOPTION

Petitioners allege:

- 1. Aeric A. Mercury is an adult person, who is 31 years of age, born on December 14, 1962, in Brocklyn, New York, and now residing at 352 Sutton Court, Pomona, CA 91767. Seric A. Mercury is single.
- 2. God and Earth are based on Aeric's beliefs and reside in the universe, along with the United States of America.
- 3. On or about February 14, 1994, petitioner entered into and executed implied agreement in which God and Earth agreed to adopt Aeric A. Mercury. Aeric A. Mercury agreed to be adopted by God and Earth, and both petitioners agreed to assume towards each other the legal relation of parent and child and to have all the rights and be subject to all the duties and responsiblishes of that relation. A copy of the agreement is attached to Adoption Agree eac.
- 4. God and Earth desires to adopt Aeric A. Mercury, and Aeric A. Mercury desires to be so adopted.
- 5. Aeric A. Mercury .s a son of God and Earth.

6. God has known Aeric a Mercury for eternity. Aeric A. Mercury came to live with God and Earth on February 14, 1994, at the age of 31. There are currently no persons to contest this petition.

7. Petitioners seek this adoption in order to establish in law a relationship that exists in fact, and because it is in their best interests that petitioners have between them the legal rights and obligation of parent and child, including rights relating to inheritance and duties of support.

This adoption is in the public interest as that an individual petitions to make a positive move for peace of mind rather than destructive motives of a number of young men might have in dealing with similar situations.

- 8. The names and addresses of the living parents of Aeric A. Mercury are as follows:
- A. Eloise "Chapman" Pink 6125 Fulton, #39 Van Nuys, CA 91401
- 9. Aeric A. Mercury wishes to continue to be known by that name.

WHEREFORE, petitioners pray that the court permits all persons concerned in this matter to attend and be heard, unless documents show reason on why such request is not needed, and that the court examine all persons appearing before it as required by law, and if satisfied that the best interest of the parties and the public interest will be promoted by the proposed adoption, grant the petition, approve the agreement of adoption, and make a decree that Aeric A. Mercury has been duly and legally adopted by God and Earth, and that such information be on the new birth certificate.

February 18, 1994

Aeric Alexander Mercury

PETITIONER

Aeric A. Mercury 1 352 Sutton Court 2 Pomona, CA 91767 Telephone (909) 626-4681 3 Petitioner In Pro Per 4 5 6 SUPERIOR COURT OF THE STATE OF CALIFORNIA 7 FOR THE COUNTY OF LOS ANGELES 8 9 In the matter of the Adoption Petition of Aeric Mercury An Adult Person 10 11 God and Earth No. Adopting Parents 12 ADOPTION AGREEMENT 13 14 15 God and Earth, which is based on the religious beliefs of Aeric 16 A Mercury, have entered into the following agreement: 17 WHEREAS, God and Earth wishes to adopt Aeric A. Mercury, and Aeric A. 18 Mercury wishes to be adopted by God and Earth. 19 THEREFORE, the parties agree as follows: To assume toward each other the legal relation of parent and child, and 20 to have all the duties and responsibilities of that relation. 21 2. To file a joint petition in the Superior Court of California, County 22 of Los Angeles, praying for approval of the Agreement of Adoption by 23 issuance of decree of adoption 24 25 February 18, 1994 26 27 PETITIONER 28

Aeric A. Mercury 352 Sutton Court Pomona, CA 91767 In the matter of the Adoption Petition of Aeric Mercury An Adult Person reasons.

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Telephone (909) 626-4681 Petitioner In Pro Per

> SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES

No.	

ADOPTION

I, Aeric A. Mercury, am petitioning to the Superior Court of California, County of Lc3 Angeles that God and Earth be permitted to by my lawful adoptive parents. This petition is declared for the following

I am not the biological offspring of Charles Lee Dixon, and there are 1. currently no legal father to list. I have absolutely no quarantee of inheritance from a father and no history to follow up on. I have faced personal shock and humilistich due to the manner in which revelation took place.

THEREFORE, I am seeking a birthright to spiritual peace, happiness and prosperity from my adoptive parents, God and Earth, as this petition is construed according to the Holy Bible, King James Version, The Constitution of the United States, and the State of California; In particular, Romans, Chapter 8, Verses 14, 15, 16 and 17; Psalms 27:10; John 3:3, 4, 5, 6, and 7: Amendments 1-10 and 14, Cal. Civ. Code 230.20, and Cal. Civ. Code 229.10.

February 18, 1994

PÉTITIONER

Aeric A. Mercury 352 Sutton Court 2 Pomona, CA 91767 3 Telephone (909) 626-4681 4 Petitioner In Pro Per 5 SUPERIOR COURT OF THE STATE OF CALIFORNIA 6 FOR THE COUNTY OF LOS ANGELES 7 8 In the matter of the Adoption 9 Petition of Aeric Merchry An Adult Person No. 10 PETITION to DELETE NAMES of BIRTH PARENTS FROM 11 COURT INSPECTED 12 Petitioners respectfully represent: 13 1. God and Earth are the adoptive parents of Aeric A. Mercury. 14 A petition has been filed by Aeric A. Mercury, the adoptee in this 15 matter, to inspect the court records on file in the matter. 16 3. Petitioners do not went the names of the birth parents of the adoptee, 17 or any information tending to identify them, to be disclosed to any 18 nonparty. 19 WHEREFORE: Petitioners hereby pray for the court order, pursuant to Civil 20 Code Section 229.10, directing the county clerk not to provide the inspection or copying any of the documents that are listed below to any 21 nonparty, unless the name of the birth parents of the adoptee, and all 22 information tending to identify those parents, are first deleted from the 23 documents. 24 25 February 18, 1994 26 27 PETITIONER

9

RECORDS

• 11	
1	Aeric A. Mercury
	352 Sutton Court Beyond -to 12
2	Pomona, CA 91767. Talephone (909) 636-4681
3	Telephone (303) 020-4001
4	Petitioner In Pro Per
5	hopen authority
6	J, X + fem
7	SUPERIOR COURT OF THE STATE OF CALIFORNIA FEB 2 5 1994
8	FOR THE COUNTY OF LOS ANGELES
9	In the matter of the Adoption) Petition of Aeric Mercury)
10	An Adult Person)
11	No. BT 6128
12	PROPOSED ADDITION FOR SETTING ADOPTION HEARING
13	
14	I hereby represent to the court that this proceeding is ready for
15	hearing; that all contents required by law under the facts of this case have
16	been obtained and filed with the clerk, and I know of no reason why this
17	matter should not be heave as soon as the calendar court will permit.
18	
19	Aeric A. Mercory
20	·Pro Per
21	Hearing dates preferred
22	
1	Proposed Order for Court to Sign .
23	IT IS HEREBY ORDERED that the above matter be placed on the calender
24	on, 19, in Departmentat,, _M.
25	DATED:
26	
27	Judge of the Superior Court
28	

Eloise Pink 6125 Fulton Avenue #39 Van Nuys, CA 91401 (818) 902-1653

DATE: 2-13-94

TO:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

FROM:

ELOISE (CHAPMAN) PINK

SUBJECT:

PETITION TO CHANGE NAMES ON BIRTH CERTIFICATE AND OTHER

VITAL RECORDS. PETITION, ORDER, DECREE, AND CERTIFICATE OF

ASSIGNMENT.

I. I, Eloise (Chapman) Finds, do hereby declare under penalty of perjury that the information introduced by Acris Alexander Mercury in his petition to Superior Court of California, County of Los Angeles, in regards to his natural birth is true; in particular that Charles Lee Dixon is not his biological father, nor is there any relation whatsoever between the two. Furthermore, I endorse his privilege to exercise his rights in the way in which makes him happy; in particular, his right to list God as his Father and Earth as his mother, and other requests surrounding said theme.

FLOISE (CHAPMAN) PINK MOTHER OF PETITIONER

OFFICIAL SEAL
MH.MULLER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN

LOS ANGELES COUNTY

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
WORN TO AND SUBSCRIBED BEFORE ME
This 13T Day of 197

NO SET DE SET SE SEULLET

M. H. WULLER
FINGER PRINTER — NOTARY PUBLIC
P.O. BOX #7828
VAN NUYS, CA 91409
(818) 785-9154



Administratively Unified Courts Los Angeles County

EDWARD M. KRITZMAN Executive Officer/Clerk

LOS ANGELES SUPERIOR COURT JUVE:ILE DIVISION EDHUND D. FISLMAN CEILIVAN'S COURT 201 CENTRE PLAZA DETVI, SUITE 3 HONTEREY PARK, CALIFERNIA 91754-2158 (213) 526-6670 FAX: (213) 881-3792 JAMES H. DEMPSEY Assistant Executive Officer

FREDERICK K OHLRICH
Assistant Executive Officer

February 25, 1994

AERIC A. MERCURY 352 Sutton Court Pomona, CA 91767

> Re: Mercury Adoption BT006128

Dear Mr. Mercury,

Enclosed Proposed Addition For Setting Adoption Hearing is being returned for the following reason:

- Per Judge Henning: Beyond this court's jurisdiction, appeal to a higher authority.

If you have any questions, piece feel free to contact me.

Very truly yours, EDWARD M. KRITZMAN CLERK OF SUPERIOR COURT

By: 1'. Ngu, Deputy Adoption Unit 213-526-6343 6/13/2016 3:53 PM Scanned by Carver County Occ.

EXHIBIT B

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FAX MESSAGE

Date:

Mond .y. May 23, 1994

To:

Ms. Janet Jackson

From:

Rameses America Mercury

No. of Pages: 3

Dear Janet:

I have created a new and exciting concept based on chronomancy which I interpret as a "Cosmic Hopscotch to Self-realization."

Through divination it is determined that now is the favorable time for a new agenda.

On February 22, 1994, I netitioned to the Superior Court of Los Angeles, California, that I be adopted by God and Earth. I did this because of my spiritual beliefs which coincide with the following biblical Scriptures: Jeremiah, Chapter 3, Verse 19: But I said, how shall I put thee among the children, and give thee a pleasant land, of goodly heritage of the hosts of nations? and I said, thou shall call me, My Father; and shall not turn away from Romans, Chapter 8, Verse 15: For ye have not received the spirit of bondage again to fear; but ye have received the Spirit of adoption whereby we cry, A base Father.

ROYALITY RECORDS, INC.

On February 25, 1994, Judge Hennning ruled that this case was "Beyond this Court's Jurisdiction; appeal to a higher authority."

This decision lead me to further explore biblical history. I discovered the legacy of the Rameses dynasty. Rameses II accepted the God of Moses as the higher authority and passed his knowledge to his sons thereafter:

As Egypt stood proud against a sea of enemies, events took place by the power of God that shook their ancient foundation. The glory of Egypt was about to vanish. The Egyptian foresight of their decline and caputre lead them to inscript hieroglyphics, which contained all the majesty needed to incarnate the true Pharaoh of the 21st Dynasty.

On May 20, 1994, I petitioned to the Superior Court of Los Angeles, California that my name be changed from Aeric Alexander Mercury to Rameses America Mercury. Now, I can assume my true identity as Rameses XII. I, as Rameses XII, have metaphrased these hieroglyphics into my musical compositions resulting in intrigue, complexity, mystery, controversy, and a spirituality greater than any monarch, pyramid, shrine, or temple that ever existed in Ancient Egypt. I have constructed a concept that is very positive and upbeat. The message is based on the right to life, liberty, and the pursuit of happiness. Just as the ancient priests foresaw the rise and resound of the Solar Falcon, Rameses XII will rise to the peak of the pop music pyramid, to take the platinum throne, and release universal treasures, knowledge, and wisdom.

A mystery overshadows the glory I am to receive as Rameses XII. I am searching for the queen incarnate who made the expedition to America. I have written a song

ROYALITY RECORDS, INC.

entitled "Queen Hottie" which describes her beauty, wisdom, power, and above all, her ability to see the truth in the midst of deceit. Rameses XII understands that his reunion to Queen Hottie stops the curse and unleashes universal love upon the world. The two become one and the universe is given as a gift. These gifts are displayed before the masses through music and other entertainment medias which, in return, bring adventure to this romantic Royality tale.

I am writing you personally because I feel you may hold the key to unlock this entertainment bonanza. I am proposing that you and I form a joint venture and create a video for "Queer Hottie"; including any other projects that will be mutually beneficial.

If you have any questions, please feel free to call me at your earliest convenience.

Sincerely,

Rameses America Mercury

RAM:egb

EXHIBIT C

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CERTIFICATE OF BUSINESS: FICTITIOUS FIRM NAME

THE UNDERSIGNED do(es) hareby certify to	int #E	_ conducting a	OHTE	5.7
Maic order	business at 45	35 WSAHARA	F105 L	A VELL Nevada,
Under the flotitious firm name of	EGAME	***	<u> </u>	LED
AERIC AIEXANDER - WE 1041 GRAFFIT AVE.	ng person(s) whose n	ame(s) and addres	sing bylow:	9 эо AN 194
1041 GRAFFIT NE.			Joietta.	- Winesauge
LAS VECAS, NEURDIA	Siloy			
WITNESS MY hand(s) this 29/2	day of Aze Go	Man		1994
		,		
STATE OF NEVADA COUNTY OF CLASS 18.8				
On this 24 The day of 17ri Great	, <i>99</i> <u>Y</u> , be	lore me. Hero	ろうわて	F. HALL.
a Notary Public in and for the said county and	š			
appeared AERIC A MER	2 <u>2 Y</u>	A. C. C.		
known to me to be the person(s) whose harms	े ् कार्ट signature(s) a	ppear(s) above, ar	d acknowle	dged to me that
this instrument was executed freely and volun	leady.			
IN WITNESS WHEREOF, I have hereunto	set my harid and at	lixed my official s	eal the day	and year in this
N N	HERSERT F. HALL INTA lotary Public Nevada	THY PUBLIC IN AND FOR BAID	COUNTY AND STA	
M	y appt. exp. Feb. 12, 1998			



ONTARIO PLAZA BRANCH

August 27, 1994

Rameses America Mercury 352 Sutton Court Pomona CA 91767

Dear Mr. Mercury,

This letter will verify that on August 27, 1994 you opened twelve new account, Safe Deposit Boxes in your own name.

The Safe Deposit Bes mombers are as follows:

535	699
688	516
523	691
680	519
522	676
692	696

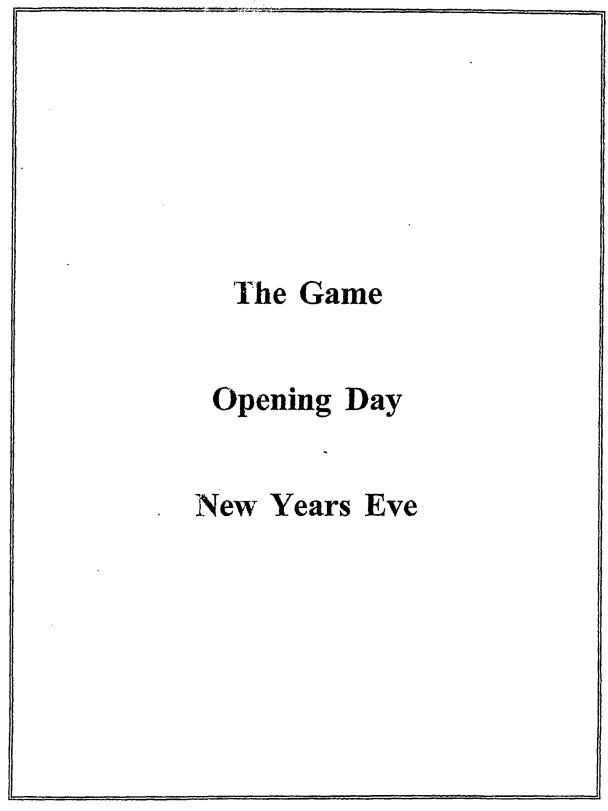
If I can be of any further assistance, please feel free to contact me.

Sincerely,

Kathy Stone

Assistant Customer Service Manager (909) 391-8323

KS/de



The Game • 4535 West Sahara Avenue, Suite 105 • Las Vegas, Nevada 89102

A Word from the Higher Authority

Welcome to The Gan. We are going to guide you through step by step. Although The Game may seem like a complicated and complex puzzle, just the opposite is true. The answers are actually quite attainable—but remember to be childlike when you play. Hopefully, you will be a *Pot O'Loot* winner.

The Higher Authority has compared The Game to other entertainment and gaming activities. The chances of winning The Game are definitely favorable for the money as the alphabet contains only 26 letters whereas numbers account for infinity. How many times have you and a friend spoken the same word or thought the same thought at nearly the exact same time? The Game is a game of words and phrases that connect like-minded individuals to a positive flow where winning should become common place. The Game is the dividing line between legal players and illegal aliens rather than races, creed, color, gender or age.

You may have the opportunity to win hundreds, thousands, millions and, in some cases, billions of dollars pending player participation and the level of each game. The Game is underway and The Higher Authority needs you to spread the word. The possibilities could rise higher that your expectations and for a small fee.

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Game Fees

PLAYER FEE

To become legal and receive an information booklet, game guide and inquiry ticket, you must pay a \$50 game fee.

INQUIRY FEE

To register your choices, you must pay \$1.00 per inquiry and you must make all choices at time of entry.

TOTAL COSTS

A.	Player Fee		50.00
В.	Inquiry Fee		12.00
	Total Fees	9	62.00

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Rules and Information

Rameses XII will introduce twelve riddles that have only one exact answer each. The answers are sealed in twelve safety deposit boxes held at Bank of America National Trust and Savings Association, 910 North Mountain Avenue, Ontario, California 91762. The keys to the security boxes have been delivered and are held by Janet Jackson. The first revealing shall take place on December 31, 1994, at 12:00 noon PST at the Bank of America.

Players must make out two money orders for \$50 and \$12 to The Game and Pot O'Loot respectively. However, players submit both payments in the same envelope. In 2-3 weeks, players will receive an information booklet and game guide which contains all twelve (12) riddles. Players must then fill out the application and return it with their twelve choices. Players will then receive a confirmation ticket with their choices listed on the ticket and their very own private code in another 2-3 weeks. Deadlines for choices must be postmarked no later than December 14, 1994. All late entries will be returned to sender. All winners will divide the winnings from Pot O'Loots where applicable. If answer is reveled and you have not received your confirmation ticket, you will said be eligible to win if postmarked by December 14, 1994.

Each Pot O'Loot shall be at \$100 put in by The Higher Authority. Every dollar put into the Pot O'Loot shall be held exclusively for winners with minor costs related to banking. After Opening Day, and beginning on February 1, 1995, and the

first of each month thereafter, or the first possible workday, the answers shall be revealed at Bank of America, 12:00 noon, PST.

You will be given your own private code for ID and security purposes and The Game reserves the right to advertise or in any other way list names of players. However, if you are a winner, you will receive your winnings in 4-6 weeks.

Only those deemed legal may play in The Game. Players must respect The Game and not misrepresent it in any way and must do his/her best to promote it. The more players, the bigger the pot. We believe The Game offers excitement for the adventurous spirit and for your gaming pleasures. Illegal Aliens (those not registered with The Game) are not eligible to play or win but will be able to donate to Pot O'Loot. Nevada residents are not eligible to play and are considered "off limits" rather than "Illegal Aliens." Players would committing fraud or other similar themes shall be banished for life from The Game.

The Game

RAMESES XII

Guest Host and Creator of "The Game."

Nofretari II

Guest Hostess and holder of 24 keys to twelve security boxes that house and protect twelve answers.

NAKHT II AND IMHOTEP II

Inspiration of Rameses XII and Nofretari II.

BANK OF AMERICA

Protector of the twelve answers.

Free Game

"The Game" is an educational system that implements the excitement of Hollywood's game shows, Las Vegas' gambling casinos, state lotteries, opinion polls, pyramids, corporations, synagogues and government; however "The Game" is in fact separate and distinct from all such systems, and is the first education system of its kind.

"The Game" issues out 12 exams hereby deemed "riddles." The booklets you receive are study manuals hereby deemed "information booklets" and "game guides," and you will need to read these manuals to have a better chance at passing the "tests." The "confirmation tickets" you receive are hereby deemed "test sheets," and your "inquiries" are hereby deemed "test answers." If you "pass" one or more exams, you will "graduate" to Earth or Star Gods and take your place in the Universal Church of God's Recovery System. Those who "fail" must try again at the next level to be introduced by The Game.

The Game is not bonded but is a "free game." It does not give out odds or winnings but "gifts" hereby deemed "Pot O'Loots" which is a symbol of your "physical degree" that coincides with your Earth and Star God status.

A "student" of The Game is hereby deemed a "player" of The Game. The definition of a player is "one seeding a higher education from The Game." The tests are hereby "given free," however to order for you to receive "lessons" and "testing materials" from the "game host, Rameses America Mercury, the fee is \$62.

Thank you for giving me this opportunity to present "The Game" to you. If you

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Thank you for giving me this opportunity to present "The Game" to you. If you have any questions, please feel free to give me a call on my 21st Empire Pager (909) 423-6876.

Sincerely,

Rameses America Mercury

Game Host

Creator of The Game

Rameses America Mercury, Pharaoh of the United States and Canada, has reached a height in the fabric of law and society far above any man in the history of civilization. Rameses XII has made discovering ancient secrets and forgotten treasures a hot topic as others are finding out the value of knowledge to their spiritual and physical growth is most beneficial.

Rameses XII has figured out a way to exercise the minds of the world by introducing The Game. The Game allows an individual to focus on the secrets of life and realize we're all connected together whether we admit it or not. The Game takes the principles of religion, law, science, business, history, astrology and astronomy and more and blends them into he first answer of the riddle.

Become like-minded individuals with The Higher Authority, Black History Month, days of the week and hours of the day as earth and star gods. Experience the magical feeling of riding Pegasus, relaxing in the clouds or standing in the center of a new time and protected from the past. Become a player and enter The Game and perhaps you can already see eye with Rameses XII.

Application

Name		
Address		
Phone		٠
Drivers License Number		
Social Security Number	Age	Sex
Codes		

Make sure to mail back application with your choices and code numbers

INQUIRIES	· .		
1.	•	······································	
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	· · · · · · · · · · · · · · · · · · ·		
12			

Please mail payments to:

The Game

4535 W. Sahara Avenue, Suite 105 Las Vegas, Nevada 89102

A. The Game \$ 50.00

B. Pot O'Loot 12.00

For more information, please call game host:

Rameses XII

21st Empire Pager (909) 423-6876

"The Game is underway"





Riddles 1 through 12

RIDDLE #1

The Game is underway and some say overhead, but if you spin you know The Game is out and within! For The Game of truth do seek and you will see that night is the opposite of light.

So what is the game?

RIDDLE #2

Take your places everybody and watch the cosmic body celestial play cosmic hopscotch like a puppet with invisible strings.

So, in order for me to walk on air, I must have perfected _____?

RIDDLE #3

I plant a seed to watch it grow for what you reap is what you sow. And I do climb the beanstak and take the treasures from the giant. It all began when I turned 21.

Tell me what's my name?_____

RIDDLE #4

Of all the gain a man can get, there's still a treasure he must find. And face the pain of such a feet to learn himself a beast within. And solve the test to prove himself for the war in the mirror.

Equals an agreement with this word.

RIDDLE #5

There is a place I say, where Roman nuns do pray. And people kiss on the day of love, a place where Israel toils and plots. A place where eagles

fly and pilots stay stationary. Where is such a place?_____ RIDDLE #6 If I shall knit us all one sweater, I must make sure it's extra large. To then be heirs, you must be family for we must all share the same spirit and blood. So in order for me to overlook races, the new blood will thus be_____? RIDDLE #7 I see the youth in me all over. Today I am truly born again, the spiritual and physical as one. Is as the spiritual and physical to another for in one I am two and one again, which is the same as everybody after me. What am I? RIDDLE #8 The start of The Game usually begins with a tip off, the circle of life has struck eight on the clock. The answer revealed at the beginning of time. Is truth in the fact that some learn from mistakes. So what is The Game?______ RIDDLE #9 Everyday I stand I feel you're next to me in love. And every step I take I know I'm more than a dove, for you are stronger than I have days, and I accept your very strict ways. You are _____

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RIDDLE #10

There's some too skeptical to play The Game, afraid to fail or fixed on the

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same old thing. Believing they have each other but little they see the circuit they're on is a shared fantasy. So off they go by the light of their eyes. Is liken to a Kodak camera in the sky.

What is the Kodak camera?_____

RIDDLE #11

I've always loved the way she thinks. It's turned me on since I was one and I always love to read the script and rehearse until the day of the play. An though I've known the joy of promise and accepted war as I needed to feel it, I believe that I am one again.

And therefore she must be ______

RIDDLE #12

The final riddle of the yearly season will conclude as an ultimate test. And whomever will be considered champions will take their places as earth and star gods. For either way, you are all winners, for The Game should be easier understood.

And now you a reader of ______

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EXHIBIT D

1	Rameses America Mercary		•	
2	352 Sutton Court			
3	Pomona, California 91767			
4	(909) 423-6876	.46.	LOS ANGELES SUPPRICE COURT	
5	PRO PER		SEP 2 3 1994	
6	· ·	THE STATE	EDWARD M. KHIIZMAN, CLERK	
7	TEO ON	JER DI	BY C. COLEMAN, DEPUTY	
8	SUPERIOR COURT OF	THE STATE	OF CALIFORNIA	
9	FOR THE COU	NTY OF LOS	ANGELES	
10				
11	Rameses America Megcury)	Case No. BC 1131377	
12	Plaintiff)	COMPLAINT TO SET ASIDE or	
13)	ANNUL FRAUDULENT TRANS-	
14	Prince Rogers Nelson)	FER or OBLIGATION AND FOR	
15	Warner Brothers Recards)	DAMAGES	
16	Differentant	- }		
17				
18	Plaintiff alleges:			
19				
20	FIRST CAUSE OF ACTION			
21	To Set Aside or Annul Fraudule	ent Transf	er or Obligation	
22	1. Defendants are, and at all times herein mentioned were,			
23	residents of Low Angeles, County, California, Hennipen County,			
24	Minnesota, and/or Carver County, Minnesota.			
25	2. Plaintiff is ignorant of the true names and capacities of			
26	defendants sued berein as Does 1-1000, inclusive, and therefore			
27	sues these defendants by such	fictitio	Sframes. Plaintiff will	
	401 - ACT			
		35	09/23 ,000	
			123/94	
			50	

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amend this deplaint to allege their true ames and capacities when ascertained (Plaintiff is informed and believes and thereon alleges that each of the fictitiously named defendants claims an interest in the property nereinafter described and which is the subject of this action.)

On or about, and from and after December 14, 1982 or at all times mentioned herein plaintiff, Rameses America Mercury, has been the holder of a certain claim against defendant Prince Rogers Nelson. This claim consists of music, promises, and beliefs, in particular, plaintiff; Rameses America Mercury, agreeing to a total free-agency music deal introduced by defendant Prince Rogers Nelson to plaintiff, Rameses America Mercury, in exchange for favors and music, and that free-agency deal would include three option years in which plaintiff would have the option to renew, and that defendant, Prince Robert Nelson, guaranteed that plaintiff would be a millionaire at the and of the term(s), and that if he failed to fulfill said obligation defendant, Prince Rogers Nelson, would pay plaintiff, Rameses America Mercury, the sum \$1,000,000,000 in twelve years, and that defendant, Prince Rogers Nelson, agreed in confidence stating he could make anyone a millionaire because he was the Messiah, and that I was a fan and aspiring songwriter and musician who belleved he could perform all such claims, and would fulfill all such promises, and waited for confirmation to see if he was indeed the Messiah, and that defendant would begin to perform his obligation once he had received a demo tape from plaintiff, Rameses America Melcury.

Defendant, Prince Rogers Nelson, received the first of several demo

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tapes from paintiff, Rameses America Metury, on or about June 7, 1983, and has continued to receive tapes throughout his career with gaps in-between. Defendant, Prince Rogers Nelson, has performed music created by plaintiff, Rameses America Mercury, on his Purple Rain, Around The World In A Day, and Sign O' The Times albums, and additional albums served as "instruments of deception" defendant, Prince Rogers Nelson, has committed Fraud and Deceit, and has not performed any of his obligations, and that proof became clearly evident on February 25, 1994 at Superior Court, County of Los Angeles, (Case No. BT6128- Mercury Adult Adoption) whereas, Rameses America Mercury became the first person in America deemed a subject of The Higher Authority, which is the same authority that granted America independence from England in the Declaration of Independence, July 4, 1776, and that on June 24, 1994 at Superior Court, County of Los Angeles (Case No. BS28114-Name Change/Declaration), plaintiff, Rameses America Mercury, became The Higher Authority, which makes him the official Messiah, and that on July 13, 1994 at Superior Court, County of Los Angeles (Case No. BS28114- Name Change/Declaration), Plaintiff, Rameses America Mercury, appointed defendant, Prince Rogers Nelson, as a very close associate of the Messiah, and that defendant, Prince Rogers Nelson, plaintiff, Rameses America Mercury, the \$1,000,000,000 without interest on and around, and from and after December 14, 1982, all due on December 14, 1994. A conversation that took place in front of witnesses between defendant, Prince Rogers Nelson, and plaintiff, Rameses America Mercury, include plaintiff challenging defendant in a race to the

throne, in pricular, that plaintiff would choose deeds and action, and defendant would choose music, and that the winner could prove who was the true Messiah, and that if the defendant, Prince Rogers Nelson, prevailed he would be free from his obligation and that if defendant Prince Rogers Nelson lost he would indeed pay the sum \$1,000,000,000, and that this conversation took place on or about June 7, 1988 at defendant Prince Rogers Nelson's birthday party in Minneapolis, Minnesota, and that conversation was the result of the same conversation that has taken place at earlier times, in writing, telephone conversations, and in person, and in front of witnesses, and that such claims must be the balance of belief's introduced in deeds and actions versus music by plaintiff, Rameses America Mercury, and defendant Prince Rogers Nelson respectively, and shall not be construed according to any other persons religious beliefs or convictions.

- 4. This claim for which defendant, Prince Rogers Nelson, is indebted to plaintiff is in the sum of \$1,000,000,000. Plaintiff has performed all conditions, covenants, and promises under the agreement(s), on his part to be performed. Neither the whole nor any part of this sum has been paid and there is now due and unpaid from this defendant the sum of \$1,000,000,000 without interest thereon.
- 5. On or about February 14, 1984, defendant Prince Rogers Nelson was the owner and in possession and control of Purple Rain masters, which included music by plaintiff Rameses America Mercury, and that real property situated in Los Angeles, County, known as 3300 Warner Boulevard, Burbank, California, and more particularly

described as llows: Warner Brothers Red rds.

- or about March 29, 1993, defendant Prince Rogers Nelson and defendant Warner Brothers Records entered into an agreement under which defendant Warner Brothers Records became obligated to secure \$1,000,000,000, or total free-agency deal that would have given plaintiff, Rameses America Mercury, the opportunity to close the gap, break-even, or satisfy the debt owed by defendant, Prince Rogers Nelson, and that this was not the final attempt at moving on the agreement, nor the first, in particular, the introduction of material for total free-agency deal to defendants, Prince Rogers Nelson and Warner Brothers Records, to relieve the humiliation of Fraud and Deceit. Defendant, Prince Rogers Nelson, has not yet made any payments or paid \$1,000,000,000 to plaintiff, Rameses America Mercury, in fulfillment of this agreement.
- 7. Although on the date of the aforementioned agreement no part of plaintiffs claim against defendant, Prince Rogers Nelson, had matured, plaintiff is further informed and believes and thereon alleges that the obligation was incurred with an actual intent to hinder, delay, or defraud all of defendant, Prince Rogers Nelson's, then and future fans, supporters, including plaintiff in the collection of his claims.
- 8. In exchange for the aforementioned obligation, defendant Prince Rogers Nelson received hundreds of millions of dollars in cash, or consideration worth the same. At the time the obligation was incurred, the value of the music, promises and beliefs, and the real property of Purple Rain, Around The World In A Day, and Sign

- 1 | 0' The Times as not less than \$1,000,000000. Thus the defendant Prince Rogers Nelson did not receive reasonably equivalent value in exchange for the favors, music and attempt at perpetrating the Messiah, however plaintiff believes and thereon alleges that defendant Warner Brothers Records did receive the equivalent if not greater exchange thereof.
 - Plaintiff is informed and believes and thereon alleges that the above-described obligation was received by defendant, Warner Brothers Records, with knowledge that defendant, Prince Rogers Nelson, intended to hinder, delay, or defraud the collection of plaintiffs aforementioned claim. Defendant, Warner Brothers Records, had such knowledge by virtue of verbal and written communication on or about March 29, 1993, and August 8, 1994 from plaintiff, Rameses America Mercury.

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SECOND CAUSE OF ACTION

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(Conspiracy)

- 10. Plaintiff refers to and incorporates herein Paragraphs 1. 18 19 through 9., inclusive, of the First Cause of Action.
 - 11. As alleged above, on March 29, 1993, defendants, Frince Rogers Nelson and Warner Brothers Records, agreed and knowingly and willfully conspired between themselves to hinder, delay, or defraud plaintiff in the collection of his claim against defendant, Prince Rogers Nelson. Furthermore, plaintiff has taken excerpts from a "Vibe", August 1994 Issue, Adam Light bу magazine titled interviewing defendant Prince Rogers Nelson, in particular, that defendant Prince Rogers Nelson announced his retirement from studio

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recording on pril 27, 1993, and change his name June 7, 1993; only 1 and 2 months after defendant, Warner Brothers Records sent rejection letter to plaintiff. In the interview, Adam Light states about defendant, Prince Rogers Nelson, "maybe the unpronounceable name is a little silly, and lets not forget- he retired from performances once before in 1985." The first retirement came just after the success of Purple Rain, that included music created by plaintiff, Rameses America Mercury. Plaintiffs compact disc titled "Merc the Master of Seven", completed in 1993, included a single titled "Queen Hottie" which music defendant, Warner Brothers Records, rejected as a means to reduce, break-even, or satisfy debt owed by defendant, Prince Rogers Nelson, and that on the back cover of the cassette single "Queen Hottie", plaintiff, Rameses America Mercury, authored an ad that read; "His Majerry is on a world wide search. To find a girl to work with the Merr. A girl who can see inside this riddle. And move herself from the common middle. If you believe you are the one not seen. And can see from the song that you are the queen. Make sure that you write it all out. And be true to the game without a doubt. For Queer Hottie matches the beginning wife. As it is today in this ordinary life. Defendant, Prince Rogers Nelson, releases a single titled "The Most Beautiful Girl In The World" the following year, and authored an ad that read; Eligible bachelor seeks the most beautiful girl in the world to spend the holidays with. Adam Light states "Beautaful Girl climbs to No. 3 on the U.S. pop charts, the biggest hit for defendant, Prince Rogers Nelson, under any name in several years (although 1994 marks the 12th year in a

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1 | row that he' landed a single in the to 10.) It is also believe 2 it or not, his first No. 1 ever in the U.K. And suddenly, the artist formerly known as Prince is a hot commodity again. " However. it is also the 12th year of the agreement between defendant Prince 5 Rogers Nelson and plaintiff, Rameses America Mercury. In the interview defendant, Prince Rogers Nelson, states "They're 6 all songs, just our thoughts. Nobody has a mortgage on your 7 thoughts. We've got it all wrong, discouraging our artists. In America, we're not as free as we think." The fact is plaintiff, Rameses America Mercury's, thoughts were being mortgaged and he was 10 not given any consideration, in particular, he was not given a total free-agency deal, he did not become a millionaire in three years, and he is owed and due \$1,000,000,000 on December 14, 1994. In the interview, Adam Light states "But he's still rethinking the rules of performance; the idea of how music is released, the basic concepts about how we consume and listen to music, still challenging himself and his audience like a avant-garde artist not a platinum-selling pop star. The fact is plaintiff, Rameses America Mercury, is the avant-garde artist who issued the challenge and defendant Prince Rogers Nelson is the platinum-selling pop star who accepted the challenge. On February 14, 1994, Valentine's Day, defendant Prince Rogers Nelson releases his first single under his new name- The Most Beautiful Girl In The World. On that same day, Valentine's Day, plaintiff, Rameses America Mercury, filed a tort against parents (Case No. 94K04645- Municipal Court, County of Los Angeles.) This began the move as plaintiff became the first American in

deemed a subject of "The Topher Authority" besides history to America herself, as the 28 signers of "The Declaration of Independence" appealed to this same higher authority to become free from the English throne and government. And plaintiff became the first person in the world to be deemed "Pharaoh of the U.S. and Canada, future Pharach of the World, and "The Word of God", which makes him the Messiah, and such claims are protected by The First Amendment, The Emancipation Proclamation, The Declaration of Independence, The State of California, and The Holy Bible. And on July 13, 1994 (Case No. BS28114- Name Change/Declaration- Superior Court, County of Los Angeles), defendant Prince Rogers Nelson became subject to the Messiah, and sealed thereof by The First Amendment, The Emancipation Proclamation, The Declaration of Independence, The State of California, and The Holy Bible. In furtherance of these facts the interviews by Adam Light began April 10, 1993, less than two weeks after defendant Warner Brothers Records sent rejection letter to plaintiff, Rameses America Mercury, and that interviews are dated off and on until May 2, 1994. During that time defendant Prince Rogers Nelson retired from recording, changed his name, closed down his record label Paisley Park Records, gave Warner Brothers Records special rights to all songs stored in his private vault that was recorded with his old name Prince Rogers Nelson, and defendant Prince Rogers Nelson had the most success with a single in years with "The Most Beautiful Girl In The World", which plaintiff, Rameses America Mercury, believes and thereon alleges Beautiful Girl's theme was derived from his single titled "Queen Hottie."

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In the interiew, defendant, Prince Roil s Nelson states, come to respect deeds and actions more than music:" People think this is all some scheme. This isn't a scheme, some master plan; I don't have a master plan. Maybe somebody does: " "I just wish I had some magic words." "It's in God's hands now." The fact is plaintiff, Rameses America Mercury, has the magic words defendant Prince Rogers Nelson wishes for during the interview and God has put them in the plaintiffs mouth and hands. Defendant, Prince Rogers Nelson, lyrics read in the single "I Would Die For You" from the "Purple Rain" album; "I'm not your lover. I'm not your friend. I am something that you'll never comprehend. No need to worry. No need to cry. I'm your Messiah and you're the reason why." The fact is that defendant Prince Rogers Nelson told plaintiff, Rameses America Mercury, these same words told all of his fans in this song two years prior to its release, on or about December 14, 1982. Defendant, Prince Rogers Nelson, states in the interview "I don't have a master plan." The fact is plaintiff, Rameses America Mercury, does and incorporates this fact in his album "Merc the Master of Seven, which is the album defendant Warner Brothers Records rejected as plaintiff, Rameses America Mercury, attempted to relieve obligation incurred by defendant, Prince Rogers Nelson, and that such master plan was first implemented at the time plaintiff, Rameses America Mercury, challenged defendant, Prince Rogers Nelson, and that such move was done to teach defendant, Prince Rogers Nelson, as well as the rest of society a valuable lesson about suppression, submission, and faith, and that the result would be that defendant, Prince Rogers Nelson, would assist

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plaintiff, Rame America Mercury, in the lease of the album "Merc the Master of Seven" and that plaintiff would introduce an educational system titled "The Game", which is currently suffering because of the suppression of plaintiff, Rameses America Mercury's, claim against defendant, Prince Rogers Nelson, and that defendant would assist plaintiff in the release of these entertainment and education programs the 12th year regardless of suppressive tactics, and that plaintiff has continued his deeds and actions by introducing such information to Janet Jackson, including "Queen Hottie theme, as Janet Jackson did write her own lyrics after plaintiff, Rameses America Mercury, released single "Queen Hottie" to selective Tower Records stores, and that the result of Janet's lyrics on her album titled "janet." prompted plaintiff, Rameses America Mercury, to inquire rather or not she was indeed the remnant thereof, and plaintiff, Rameses America Mercury, also placed Michael Jackson in a similar role very close to the Messiah, as plaintiff did with defendant, Prince Rogers Nelson, and both Janet and Michael shall both be called as witnesses by plaintiff, Rameses America Mercury, in the event this case does go to trial, along with additional witnesses to prove that plaintiff, Rameses America Mercury, is indeed a avant-garde artist with the legal right under the laws of the State of California to place any and all individuals in whatever position plaintiff deems necessary in regards to being the Messiah, and that album titled "Merc the Master of Seven" does indeed match court activities and alleged claims against defendant, Prince Rogers Nelson, and that such themes match themes introduced by Pharonic Egypt and The Garden of

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Eden in The, H Bible, and that music formed by defendant Prince Rogers Nelson introduces lyrics that match such themes introduced by plaintiff, but as a loser of the race against his higher self, a higher power, and God, and therefore deems plaintiff, Rameses America Mercury, the Messiah in both deeds and actions, and music, and that defendant, Prince Rogers Nelson, has in no way duplicated or matched such deeds and acts in support of his claim that he is the Messiah, and is rather changing his views on said subject matter since introducing plaintiff to such beliefs on or about December 14, 1982, and to his fans on the single "I Would Die For You" from the "Purple Rain" album released in 1984. Defendant, Prince Rogers Nelson, and defendant, Warner Brothers Records, did conspire to suppress plaintiffs claim against defendant, Prince Rogers Nelson, and that defendants conspired to hinder, delay, of defraud past, present and future fans of defendant, Prince Rogers Nelson, including plaintiff, Rameses America Mercury, and that music, promises, and beliefs be valued at \$1,000,000,000, and the sum shall be due and payable to plaintiff on December 14, 1934 Additional information pertaining to this case are Exhibits A, B, C, D, E, F and G. 12. Under this conspiracy, the above-named defendants agreed to ignore obligation of defendant Prince Rogers Nelson and accept ownership of music that was in his vault, along with music that was originally created by plaintiff, as defendant, Prince Rogers Nelson, changed his name to a symbol, even though it was explained and later proven that plaintiff, Rameses America Mercury, was the Messiah, and creator of the works, and that defendant, Prince

Rogers Nelson whethe pretender, and that the defendants would conspire to hinder, delay, or defraud plaintiff in the collection of his claim.

- 13. Defendants, Prince Rogers Nelson and Warner Brothers Records, did the acts and things herein alleged pursuant to, and in furtherance of, the conspiracy and agreement alleged above.
- 14. As a proximate result of the wrongful acts herein alleged, plaintiff has been generally damaged in the sum of \$1,000,000,000.
 - 15. Special damages incurred to plaintiff includes level of disappointment, fear, and shock as he discovered he was the Messiah and that he had almost been totally deceived by defendant, Prince Rogers Nelson, and that the sum \$1,000,000,000 would not have benefited a lost some and that he has faced humiliation, poverty and confusion as a direct result of music, promises, and beliefs, and that such pain and suffering has only been partially relieved by revelation that plaintiff is the Messiah, and that reliefs sought in this suit should include special damages in the sum of \$1,000,000,000.
 - 16. At all times mentioned herein, defendant, Warner Brothers Records, knew of land off's claim against defendant, Prince Rogers Nelson, and knew that praintiff's claim could only be satisfied out of the sums expended by defendant, Prince Rogers Nelson, in fulfillment of this obligation. Notwithstanding this knowledge, defendant, Warner Sothers Records, intentionally, willfully, fraudulently, and maliciously did the things herein alleged to defraud and oppress plaintiff. Plaintiff is therefore entitled to exemplary or punither damages in the sum of \$1,000,000,000.

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WHEREFOE, plaintiff prays judgmen as follows:
On the First Cause of Action:

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- 1. That the transfer from defendant, Prince Rogers Nelson, to defendant, Warner Brothers Records, be set aside or obligation incurred by defendant. Prince Rogers Nelson, be annulled and declared void as to the plaintiff herein to the extent necessary to satisfy plaintiff's claim in the sum of \$1,000,000,000 without interest thereon.
- 2. That the property in the hands of defendants, Prince Rogers Nelson and Warner Brothers Records, be attached in accordance with the provisions of Sections 481.010 through 493.060 of the Code of Civil Procedure.
- 3. That defendant, Marker Brothers Records, be restrained from disposing of the property transferred until December 14, 1994, which date is the date on which the aforementioned claim held by plaintiff against defendant, Prince Rogers Nelson, will have matured and the sum of \$1,000,000,000 will be due and owing from this defendant;
- 4. That a temporary restraining order be granted plaintiff enjoining and restraining defendant, Prince Rogers Nelson, and his representatives, attorneys, and agents from selling, transferring, conveying, assigning, or otherwise disposing of any of the property transferred;
- 5. That an order pendente lite be granted plaintiff enjoining and restraining defendant, Warner Brothers Records, and his representatives, attorneys, servants, and agents from selling, transferring, conveying, assigning, or otherwise disposing of any

of the property transferred;

- 2 6. That the judgment herein be declared a lien on the property transferred, and that property include any masters by defendant,
- 4 Prince Rogers Nelson, from and after December 14, 1982, until after 5 this case has been completed.
- 7. That an order be made declaring that defendant, Warner Brothers Records, holds all masters and monies earner thereof in trust for plaintiff, including capital reserves, stock, etc. and up
- 9 to \$1,000,000,000.
- 10 8. That defendant, Warner Brothers Records, be required to account to plaintiff for all profits and proceeds earned from or taken in exchange for the property described above, and from and after December 14, 1982 until case is completed;
- On the Second Cause of Action against defendants, and each of them, as follows:
- 16 | 9. For general damages in the sum of \$1,000,000,000;
- 17 10. For special damages in the sum of \$1,000,000,000;
- 18 11. For exemplary or punitive damages in the sum of \$1,000,000,000;
- 20 12. For costs of suit herein incurred; and
- 21 13. For such other and further relief as the court may deem 22 proper.

VERIFICATION

I, Rameses America Mercury, am the plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as

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EXHIBIT E

Rameses Amulica Merg 2 352 Sutton Court 3 Pomona, California 91767 (909) 423-6876 5 PRO PER SEP 3 0 1534 SUPERIOR COURT OF THE STATE OF CALIFORN WAITZMAN, CLERK 6 7 FOR THE COUNTY OF LOS ANGELES 8 Rameses America Mercury 9 Case No. BC113137 10 Plaintiff 11 12 Prince Rogers Nelson 13 Warner Brothers Records Defendant 14 15 THE DIGITIZATION OF RAMESES AMERICA MERCURY 16 17 PHARAGE OF THE UNITED STATES AND CANADA 18 19 I declare under the penalty of perjury that I am Rameses America Mercury, Pharaph of the United States and Canada (case no. 20 BS28114 - name change, May 20, 1994; Declaration June 16, 1994; 21 22 Declaration June 24, 1994; Superior Court, County of Los Angeles), a son of God and Earth, and the first American officially 23 authorized by the Superior Court of California, County of Los 24 25 Angeles, to become a direct son by virtue of spiritual and physical adoption (case ac. BE6128 - Mercury Adult Adoption - February 25, 26 1994 Superior (Surt, Los Angeles). 27 28

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EDWARD M MAIZMAN, CLERK, C & Ch., icy c. colerant. Insulti-

I dec re that am Rameses Ameri Mercu and that each name bears seven letters, (777), and that said name being interpreted is "The Word of God" (case no. BS28114 - name change, May 20, 1994; Declaration July 13, 1994), and that I am the executioner of all myths, false religions, and beliefs.

I declare that the perpetrator is Michael Joseph Jackson, and that each name bears seven, six, and seven letters (767), and that said name being interpreted is "The Beast", from the sea.

I declare that the perpetrator is Prince Rogers Nelson, and that each name bears six letters, (666), and that said name being interpreted is "The Beast", from the earth.

I declare that the executioner is Janet Damito Jo Jackson, and that each name bears five, six, two, and seven letters, (5627), and henceforth this combination shall be deemed eleven, two, seven, (1127), and that said name being interpreted is "The Mother With Child", and said shild shall be deemed "Jesus Christ", which is also deemed "The Truth", and that said combination shall be likened to the game of dice, in particular, that Michael Joseph Jackson and Prince Rogers Nelson is secondary winners, and that Rameses America Mercury and Janet Damito Jo Jackson are the automatic ultimate winners.

I declare that Babylon, the great whore be deemed Hollywood, and that said name bears nine letters (9) that represent the nine planets, and that this whore eclipsed the Sun which equals (10) ten stars, and she shall be therefore deemed the moon, and that this whore fornicated each day of the week totalling seven (7).

I declare that the disputer of these claims shall be deemed

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the dragon, that of exerpent, which is the Devie and that Prince Rogers Nelson shall remain silent and allow these deeds and actions to take place, which shall give a tremendous blow to said Devil, and that this is my inheritance as sought forth in (case no. BT6128 - Mercury Adult Adoption - February 25, 1994, Superior Court, Los Angeles).

I declare that the Universal Church of God, which includes Mercury, Venus, Mars and Jupiter be transformed along with all current blessings into Rameses XII, Nofretari II, Nakht II, and Imhotep II respectively, which make up the four heads described in The Holy Bible, Chapter 2, verses 8 - 14.

I declare that the Hollywood eclipse of the Sun be deemed over, and that January 1, 1995 be deemed the time of the coronation as I become "Pharaoh of the World", as also Nofretari II, Nakht II, and Imhotep II will be crowned on that same day, and that the book titled "The Sacrifice of Victor", by Nakht II shall be deemed the writing of a desire to change, in particular, that Prince Rogers Nelson no longer wishes to choose dark rather than light, and that his prayers are thus answered with this declaration along with all claims by Rameses America Mercury in (case no. BC113137 - Mercury v. Nelson, September 23, 1994 Superior Court, Los Angeles).

I declare that the balance of all declarations shall remain in effect of this last declaration; including but not limited to the claims set footh in (case no. BC113137 - Mercury v. Nelson, September 23, 1994 Staperior Court, Los Angeles).

I declare that "Black America" be deemed the people of ancient Egypt, and the other royal tribes of ancient Africa, and that we

the people of ancient Africa agree to establish an everlasting covenant with peace and light, and all those believing and supporting this fact shall live within said peace and light, and all those against shall be deemed demons of said Devil aforementioned in this declaration.

Furthermore, I declare that Superior Court, County of Los Angeles, be desmed "The Court of Justice In All The Earth", and that Judge Henning be deemed the "Hen That Laid The Golden Eggs", hereinafter referred to as "The Prince of Peace", and that "The Prince of Peace; has established that a race war between "Black and White does not exist, and has opened the door for "White America" to be accepted by the people of ancient Africa into the light, and that all races shall be welcomed into this light of truth based on belief or disbelief, and that proof shall be based on each individuals registration into "The Game", and that registration must be required dear all those eighteen (18) years and older, and that Judge Henning aball take his place in the Universal Church of God's Recovery System, and shall also be known as "Libra."

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Executed on September 30 at Cor Angeles

Rameses America Mercury in Pro Per

\sim	Address and Telephone Number of Attorney(s)	Space Below for Use of Court Clerk Only				
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Attorney(s)	for PLO-PER	EDWARD M. KHIIZMAN, CLERK				
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS AMEELES						
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NICOZII	ey V. NELSON	13C 113137				
100CHOOM	y wesser	BROOF OF SERVICE				
	(Abbreviated Title)	PROOF OF SERVICE				
I served (List documents) Declaration of Ramaces America Mercury						
1. Name 2. Person served at 3. Person with wh relationship to 4. Date and time of 5. Mailing date; ty 6. Address, city ar required, indica is home or busin	person served: of delivery: pe of mail: of state (when te whether address	rds / legal Department				
Personal service) By personally defivering copies to the person served. (CCP 5415.10.)						
(Substituted service on corporation, unincurposted association (including partnership), or public entity) By leaving, during usual office hours, copies in the office of the person aboved with the person who apparently was in charge and thereefter mailing (by first-class mail, postage prepaid) copies to the parson served at the place where the copies were left. (CCP §415.20(a).) Place of mailing:						
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EXHIBIT F

Ruth Anne Taylor, Attg., State Bar No. 130587 WARNER BROS. RECORDS 1340 3300 Warner Boulevard Burbank, CA 91505 3 (818) 953-3290 Attorneys for Defendant WARNER BROS. RECORDS INC. 5 OCT 1 2 1994 JEDWAHO W KHUZWAN 6 7 OFFORD, DEPUTY SUPERIOR COURT OF THE STATE OF 8 CALIFORNIA FOR THE COUNTY OF LOS ANGELES 9 10 BC 113 137 CASE NO. RAMSES AMERICA MERCURY, 11 NOTICE OF DEMURRER AND DEMURRER Plain iff. 12 OF DEFENDANT WARNER BROS. RECORDS INC. TO PLAINTIFF'S 13 COMPLAINT; MEMORANDUM OF POINTS PRINCE ROGERS NELSON, and WARNER) AND AUTHORITIES IN SUPPORT THEREOF BROS. RECORDS INC., 15 Defendants Date: November 16, 1994 Time: 8:30 a.m. 16 Dept: 47 17 PLEASE TAKE NOTI: that on November 16, 1994 at 8:30 a.m., or 18 as soon thereafter as counsel may be heard, in Department 47 of the 19 **4**20 above-named Court located at 111 North Hill Street, Los Angeles, California 90012, Defendant Warner Bros. Records Inc. (hereinafter `21 referred to as "WARNER") will and does hereby demur to the first 22 and second purported datases of action of MERCURY's complaint herein 23 on the grounds the see purported causes of action fail to state 24 25 a cause of action, and the uncertain. This Demurrer is based on this Notice of Demurrer, the 26 accompanying Demurrer and Memorandum of Post and Authorities, the 27 papers and pleading while herein, and sugh other and further 28 C:\DATA\WPDATA\PAISLEY\MERCURY\DMR10074.LO1

October 11, 1994

MERCURY V. NELSON, ET AL. L.A.S.C. CASE NO. BC 113 137

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1	oral and written evidence as may be received by the Court at the		
2	time of hearing on this matter.		
3			
4	Dated: October 2, 1994 WARNER BROS. RECORDS INC.		
5			
6	By: RuthAmfoyla		
7	Ruth Arne Taylor, Attorneys for Defendant		
8	WARNER BROS. ŘECORDS INC.		
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1	DEMURRER OF DEFENDANT WARNER BROS. INC. TO PLAINTIFF'S COMPLAINT		
2	Defendant Warner Bros. Records Inc. (hereinafter referred to		
3	as "WARNER") hereby demurs to plaintiff's complaint on each of the		
4	following grounds:		
5	DEMURRER TO FIRST CAUSE OF ACTION:		
6	1. The purported first cause of action fails to state facts		
7	sufficient to constitute a cause of action. (C.C.P. § 430.10(e)).		
8	2. The purported first cause of action is uncertain.		
9	(C.C.P. § 430.10(f)),		
10	DEMURRER TO SECOND CAUSE OF ACTION:		
11	3. The purported second cause of action fails to state facts		
12	sufficient to constitute a cause of action. (C.C.P. § 430.10(e)).		
13	4. The purported second cause of action is uncertain.		
14	(C.C.P. § 430.10(f)).		
15			
16	Dated: October 12, 1994 WARNER BROS. RECORDS INC.		
17			
18	By: Ruthangton		
19	Ruth Anne Taylor, Attorneys for Defendant		
20	Attorneys for befendant WARNER BROS. RECORDS INC.		
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MERCURY has alleged that on February 14, 1994, he "became the first American in history to be deemed a subject of 'the Higher Authority' besides America

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MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DEMURRER

I.

INTRODUCTION

On October 4. 1994, a plaintiff who describes himself as "Pharaoh of the United States and Canada", "Future Pharaoh of the World", "The Word of God", "The Messiah", and "Ramses XII" served an unusual tome of quasi-legal pleadings on WARNER. This package of documents consists of an apparent verified complaint, several news articles about Prince, a WARNER artist, a letter to Janet Jackson, a copy of an adoption petition in which plaintiff sought to be adopted by "God as his Father and Earth as his Mother", an order for change of name, several disjointed declarations, descriptions of the Pyramids of Giza and the Universal Church of God Discovery System, a game of riddles and some poetry.

Despite its best efforts, WARNER has been unable to decipher the specific claims and allegations plaintiff Ramses America Mercury (hereinafter referred to as "MERCURY") is attempting to assert in his complaint. While MERCURY has designated his claims as "fraudulent transfer or obligation" and "conspiracy", MERCURY has, among other serious deficiencies, failed to assert against which defendant each cause of action is stated. More seriously, however, it appears that MERCURY's claims, as a whole, may have arisen in a world in which only MERCURY himself exists. On this basis alone, these claims should be dismissed without leave to amend.

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conspiracy between Prince and WARNER of some undetermined nature. 1 2 Although WARNER has attempted to translate MERCURY's allegations into some plausible theory, WARNER has been unable to 3 do so. Specifically, MERCURY claims: 4 that WARNER sent a rejection letter to MERCURY; 5 2. that Prince changed his name to that of a symbol; 6 that MERCURY was not given a free agency deal; 7 3. that MERCURY did not become a billionaire in three years; 8 4. that MERCURY was deemed a subject of "the Higher 9 5. 10 Authority"; 11 that MERCURY was going to introduce an educational system 12 entitled "the game" which is suffering because of the suppression of MERCURY; 13 7. that MERCURY introduced certain information to Janet 14 15 Jackson; that MERCURY placed "Michael Jackson in a similar role 16 8. 17 very close to the Messiah"; that music performed by Prince matches themes introduced 18 9. by "pharonic Egypt and the Garden of Eden and the Holy Bible"; and that WARNER accepted ownership of music that was in 20 Prince's vault. 21 Pursuant to the foregoing, it does not appear that MERCURY has 22 properly alleged a conspiracy against WARNER; thus, this cause of 23 action should be dismissed for failure to state a cause of action 24 and on grounds of uncertainty. 25 26 / / /

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II.

PLAINTIFF HAS FAILED TO STATE A CAUSE OF ACTION "TO SET ASIDE OR ANNUL FRAUDULENT TRANSFER OBLIGATION" AND SUCH CAUSE OF ACTION SHOULD BE DISMISSED.

In order for MERCURY to allege a proper cause of action for fraudulent conveyance, MERCURY must allege that the defendants have conveyed an asset (Civil Code § 3439.01); that the conveyance was fraudulent as to defendants' creditors under the provisions of the Uniform Fraudulent Conveyance Act (Civil Code § 3439.04); that at the time of the conveyance MERCURY was a creditor of defendant (Gould v. Fuller 249 Cal.App 2d 18, 26 (1967)); and that MERCURY was damaged by the conveyance (Haskins v. Certified Escrow Mortgage Company 96 Cal.App 2d 688, 690 (1950)).

In the instant action, MERCURY has failed to set forth a single element of an action for fraudulent conveyance. Instead, MERCURY centers his allegations on the claim that Prince allegedly owes him one billion dollars because Prince lost a race to become the true Messiah. This claim does not set forth an adequate cause of action for fraudulent conveyance and must be dismissed for failure to state a claim.

III.

MERCURY HAS FAILED TO SET FORTH A CAUSE OF ACTION FOR CONSPIRACY.

In order to properly assert a cause of action for conspiracy, MERCURY must allege the facts supporting the formation and operation of the conspiracy, the wrongful act or acts done pursuant to a common design between the parties, and the damage resulting from such overt act or acts. Ahrens v. Superior Court, 197 Cal.App 3d 1134, 1149 (1988).

MERCURY has failed to allege a single fact which would satisfy any of the essential elements of a cause of action for conspiracy. Indeed, it is impossible to ascertain exactly what MERCURY is asserting in his second cause of action. For these reasons, MERCURY's cause of action for conspiracy must be dismissed for failure to state a claim.

IV.

MERCURY'S CAUSES OF ACTION MUST FAIL ON GROUNDS OF UNCERTAINTY.

Pursuant to C C.P. § 430.10(f), a pleading may be objected to on the grounds of "uncertainty". Uncertainty is further defined as "ambiguous and unintelligible." As set forth, despite its best efforts, WARNER has been unable to make sense out of MERCURY's allegations. Further, such allegations taken together do not form any recognizable form of pleading. Accordingly, MERCURY's first and second causes of according to must be dismissed on grounds of uncertainty.

v.

THE DEMURRER SHO'ILD BE SUSTAINED WITHOUT LEAVE TO AMEND.

It is axiomatic that "It is within the Court's discretion to deny leave [to amend] when... or 'if, from the nature of the defects in the complaint it appears that plaintiff cannot state a cause of action.' Hepe v. Paknad, 199 Cal.App 3d 412, 421 (1988).

Further, it is within this Court's jurisdiction to dismiss without leave to asend complaints which clearly amount to frivolity on their face. Kessler v. Lauretz, 39 Cal.App 3d 441, 446 (1974). It is clear that MERCURY's lengthy, narrative complaint includes all conceivable facts that bear any relationship to his claim. It is also clear that no matter how MERCURY attempts to couch such

allegations he will be unable to assert any viable claim against Pursuant to the foregoing, WARNER respectfully requests 2 that this Court dismiss MERCURY's complaint herein without leave to 3 amend. 5 VI. б CONCLUSION Pursuant to the foregoing authority, WARNER respectfully 7 requests that plaintiff's complaint be dismissed, in its entirety, 8 without leave to amend. Respectfully submitted, 10 Dated: October 12 3994 WARNER BROS. RECORDS INC. 11 12 13 14 Attorneys for Defendant WARNER BROS. RECORDS INC. 15 16 17 18 19 20 21 22 23 24 25 26 27 28

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PROCE OF SERVICE BY MAIL

STATE OF CALIFORNIA)	
)	ss:
COUNTY OF LOS ANGELES)	

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

On October 12, 1994, I served the foregoing document described as NOTICE OF DEMURRER AND DEMURRER OF DEFENDANT WARNER BROS. RECORDS INC. TO PLAINTIFF'S COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF on the interested parties in this action listed below by placing a true copy thereof in a sealed envelope addressed as follows:

Ramses America Mercury, In Pro Per 352 Sutton Court Pomona, California 91767

I am "readily familiar" with Warner Bros. Records Inc.'s practice of collection and processing of correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same by with postage thereon fully prepaid at Burbank, California in the ordinary course of business. I am aware that on motion of the party served, service is presume 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 that the foregoing is true and correct. Executed on October 12, 1994 at Burbank, California.

Lynne Oropeza

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EXHIBIT G

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 11/16/94

DEPT. 47

HONORABLE Aurelio Muñoz

R. MAYA JUDGE

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

Reporter

#1

N. HAMPTON, CSL

NONE

8:30 am | BC113137

Deputy Sheriff

RAMESES AMERICA MERCURY

PRINCE ROGERS NELSON, ET AL

IN PRO PER: Plaintiff

counsel R. America Mercury [x]

Defendant WARNER BROS.

counsel Ruth Anne Taylor [x]

NATURE OF PROCEEDINGS:

DEMURRER OF DEFENDANT, WARNER BROS, RECORDS INC., TO PLAINTIFF'S COMPLAINT

Demurrer is argued. The Court sustains the demurrer for the reasons stated in the moving papers. Thirty days leave to amend.

A copy of this minute order is mailed this date to:

Rameses America Mercury 352 Sutton Court Pomona, CA 91767

Ruth Anne Taylor WARNER BROS. RECORDS, INC. 3300 Warner Blvd. Burbank, CA 91505

DEPT. 47 PAGE

MINUTES ENTERED 11/16/94 COUNTY CLERK

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BY N. HAMPTON, DEPUTY SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES				
MERCU	Ry V. NEWSON	CASE NUMBER BC 113137		
	(Abbreviated Title)	PROOF OF SERVICE		
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as follows: (Type or print) 1. Name Ravieses America Mercury 2. Person served and title: Ruth Anne Taylore Attorner for Defendent Without Birts. Decords 3. Person with whom left; title or relationship to person served: 4. Date and time of delivery: 5. Mailing date; type of mail: 6. Address, city and state (when required, indicate whether address is home or business): 8. 300 Worker Bonlevard, Burbank, CA 9005 - BUS WESS is home or business):				
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usual in ch there \$ 41!	(Substituted service on natural person, served in the presence of a competent member of the household or a person apparently in charge of his office or place of business, at least 18 years of age, who was informed of the general nature of the papers, and thereafter mailing (by first-class mail, personal prepaid) copies of the person served at the place where the copies were left. (CCP \$415,20(b). Attached separate declaration at Affidavit stating acts relied on to establish reasonable diligence in first attempting personal service.): Place of mailing:			
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*The declaration under penalty of perjury must be signed in California, or in a state that authorizes use of a declaration in lieu of an affidavit; otherwise, an affidavit is required.

Signature:

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Attorney	y(s) for Pro Per	BY S. L. YOUNG, DEPUTY
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		CASE NUMBER
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	,	Stand.
	h whom left; title or p to person served:	
4. Date and to	ime of delivery:	:15 ach.
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	usual place of business of the person served in the prese in charge of his office or place of business, at least 18 ye thereafter mailing (by first-class mail, postage prepaid) co \$415.20(b). Attached separate declaration or affidavit sta	ent) By leaving copies at the dwelling house, usual place of abode, or care of a competent member of the household or a person apparently ars of age, who was informed of the general nature of the papers, and pies of the person served at the place where the copies were left. (CCP sting acts relied on to establish reasonable diligence in first attempting
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EXHIBIT H

1	Rameses America Mercury
2	352 Sutton Court
3	Pomona, California 91767 FILED
4	(909) 423-6876 LOS ANGELES SUPERIOR COURT
5	PRO PER NOV 2 3 1994
6	EDWANU M. KHII ZIMAN, CLEHK
7	SUPERIOR COURT OF THE STATE OF CAL PY OR DEPUTY
8	FOR THE COUNTY OF LOS ANGELES
9	
10	Rameses America Mercury) Case No. BC 113137
11	Plaintiff) DEMURRER HEARING
12) Date: December 16, 1994
13	Prince Rogers Nelson) Time: 8:30 a.m.
14	Warner Brothers Records) Dept: 47
15	Defendant(s))
16	Defendant(s) No den.
17	" Cl. K
18	THE DECLARATION OF RAMESES AMERICA MERCURY

THE DECLARATION OF RAMESES AMERICA MERCURY PHARAOH OF THE WORLD

I declare under the penalty of perjury that I am Rameses America Mercury Pharaoh of the World (case no. BC 113137 - Mercury v. Nelson, November, 16, 1994; Superior Court, County of Los Angeles), a son of God and Earth, and the first American officially authorized by the Superior Court of California, County of Los Angeles, to become a direct son by virtue of spiritual and physical adoption (case no BT 6128 - Mercury Adult Adoption - February, 25, 1994 Superior Court, Los Angeles).

I. POSSESSIONS AND MASTERS:

"Lay not up for yourselves treasures upon earth, where moth and rust doth corrupt, and where thieves break through and steal: But lay up for yourselves treasures in heaven, where neither moth nor rust doth corrupt, and where thieves do not break through and steal: For where your treasure is, there will your heart be also. The light of the body is the eye: if therefore thine eye be single, thy whole body shall be full of light. But if thine eye be evil, thy whole body shall be full of darkness. If therefore the light that is in thee be darkness, how great is that darkness! No man can serve to masters: for either he will hate the one, and love the other; or else he will hold to the one, and despise the other. Ye cannot serve God and mammon." The Holy Bible - Matthew, Chapter 6, verses 19 - 24.

- 1. I declare that Superior Court Judge Aurelio Munoz, is hereby deemed "Scorpio", for he has paralyzed the dragon, in particular, that dragon had sought to kill the Pharaoh, but the Pharaoh overcame him by the testimony of Jesus Christ, and by actions in the same.
- 2. I declare that I was ordered by Judge Aurelio Munoz, to amend complaints, including declarations. In particular, to withdraw God, and Pharaoh of the World information. I have introduced undefeated testimony in regards to being a Son of God and Earth, and royal descendant of ancient Egypt, and have also alleged claims against Prince Rogers Nelson, a international pop star, and Warner Brothers Records, a international superpower.

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- I declare that there were several injustices incurred to me by the defense, and judge in this presiding case, in particular, that I was accused by the judge of going after Warner Bros., because they had the money, and further stating that my complaints made no sense. I had never been accused before in this case about being in it for the money, and I wondered how the judge came to this conclusion, without there ever being a inquiry regarding the subject matter. I made the statement that such a point of reference was of primary concern for Warner Bros., and I had continued to stress God as the focal point in testimony, and in points of reference. Again I must reiterate that Warner Bros., nor Prince has come forward to deny the allegations. Warner Bros. has only attempted to have case dismissed on the inability to understand it.
- I declare that Judge Aurelio Munoz, has also stated that he is unable to understand the matter, and ordered the case dismissed in this grey area. He stressed vehemently that I needed an attorney, when in fact, I was the only one in the entire case following the Rules of Professional Conduct to the fullest. I have introduced over 70 pages of information in regards to being a Son of God and Earth, the Pharaoh, the lawsuit, etc., in a attempt to clarify a level of law so that a layman could understand the subject matter. This process can only happen by cross-examination by the parties involved, not between judge and plaintiff. The defense refused to come to the fight, and the judge still wanted to give them a victory. By cross-examination, I could have destroyed Warner Bros. Records, and Faluce. However, within' the next several minutes

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of arguing the Demurrer with the judge, he granted me more time because I went on record to defend my rights under the law. Anything less than granting me more time would have been in direct violation of the strictest laws in American society, although some pretty strict laws were being disregarded in this case by the defense and judge already. Judge Aurelio Munoz, announced that I could be God incarnate, and with this possibility, it proves that he is uncertain of the truth in subject matter, rather than the subject matter not making any sense. For if he could understand that I could be God incarnate, he could understand that it is unlikely for the defense to win if I am God incarnate. The defense, and judge were most sure that they could not defeat me in a battle, and hid from the issues by pleading illiteracy. Considering that ignorance is no excuse of the law, they tried to make it seem as though I was in a world all by myself. As if the United States of America, and other countries around the globe don't recognize that God is indeed of this world. For he created this world But the judge did state that I could be God incarnate, and therefore has confessed that my subject matter a comprehensible nature. was For if it not comprehensible material, he could not have come to that conclusion. And I declare that the Declaration of Independence does include Nature's God, as a comprehensible topic worthy of legal respect, and protection to independence from the chains of slave masters, who try to dictate what black Americans can believe in. I stated to Judge Aurelio Munoz, that neither Prince, Warner gros., or even he, has challenged one-percent

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- of my claims, and after the boast was made, none of them made a statement to prove me wrong.
- I declare that in light of the situation, in particular, that the judge is anable to understand the matter. And considering that I am legally; The Higher Authority, in particular, that Judge Aurelio Munoz stated to me that maybe I was God incarnate. And that this statement dissolves the grey area of nonsense, as stated by the judge, in describing subject matter. And that his testimony to not understand the matter, and then to possibly understand the matter, makes his judgment confusion rather than fact, and that what is factual is that I am what I proclaim. And that I have filed undisputed declarations of fact in a court of law, unchallenged mestimony regarding a multi-billion dollar lawsuit against defendant, Prince Rogers Nelson, defendant, Warner Brothers Records. We must keep in mind that this is a legal case. I am now officially the only authority to judge the matter., for I will remove finances from this case, and judge upon goodwill. There are currently no laws that exist that can change this reality from fact. That I am the only authority qualified to judge the matter. This fact is supported by The Holy Bible, The Emancipation Proclamation, The Declaration of Independence, The Constitution of the United States, The State of California, and millions of other books and records. And by the judgments of Judge Henning, and Judge Munoz of Superior Court of California, County of Los Angeles. For Audoment must not be based on opinions, but must be based on fact. And the fact is my claims do make perfect

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sense to me, Rameses America Mercury, Pharach of the World, and to others as well. Judge Aurelio Munoz, has also stated that my movives were financial without defense ever addressing that topic in the Demurrer, or at the Demurrer Hearing. And also without any persons pointing out contradicting statements in over 70 pages of information introduced by me.

I declare that in light of the situation, in particular, that both defense, and judge, is unable to understand the matter, or better yet, cannot ascertain whether or not I am indeed a Son of God and Earth, Pharaoh of the World, etc. And that I am sure, that any litempt at cross-examinations between plaintiff and defendant(s), would result in a landslide victory for the plaintiff. I must focus on the statements made by Judge Aurelio Munoz, that I was after Warner Bros. for the money. The fact is, I was in it for eternal life. I sat as a lone soldier in front of a multi-billion dollar corporation, in a multi-billion dollar lawsuit, and put my belief on the line in front of the United States Superior Court, and have included some of the biggest names in Hollywood. And I made everybody run for cover, and result to desperation to save their wallets. And nobody even stepped up to challenge me. And with so many injustices committed against me, I drop three billion dollars from a case to stand up for my belief. I do believe I have illustrated faith rather than a quest for money, which is proven by removing finances from this case. And that by removing said finances, it proves that Judge Munoz, has terribly mis ladged the character of plaintiff. However, I have the faith that the promises of tithes is authentic, and that

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said three billion dollars is my ten-percent to God, and shall henceforth bring back thirty billion, and that said money will always be under God. I realize that the bounty is weighed by faith, and that I must be better than Prince, Warner Brothers Records, Hollywood, the Judicial System, and all the likes of them. I know that this was a test of faith, and that the entire matter is out of their league. And although three billion dollars is tempting, it isn't nearly enough for me to reject God, as was ordered by Judge Aurelio Munoz. Therefore, by witness of this declaration, and this entire matter, all can see that I am truly a Son of God and Earth, and the Pharaoh of the World. And all can study this case for themselves to decide if it is I, who does not make any sense, or all the others who can't stop a three billion dollar power stroke, and have pleaded illiteracy as a defense and judgment. I declare, that in light of the situation, in particular, that both defense, and judge, is unable to understand the matter. Prince shall be transformed into "Nakht II", Warner Bros. be transformed into "A Butterfly", and R.A.T. be transformed into "A Sunflower", and Hollywood be transformed into "Virgin Town USA, and Judge Aurelio Munoz, be transformed into "Scorpio", for he has stopped the time, and delivered the keys of time to Rameses XII For there was not enough time for defense or judge to study the matter to come to a real conclusion. Superior Court has to many cases, and not enough time. Warner Bros. has to many headaches, and not enough time. And poor Prince is simply uncertain. The time was too overwhelming for them. They would have had to close down all operations for a

thousand years just to be qualified to participate. And they give me more time. I have all the time in the world.

II. LONGING FOR THE SANCTUARY:

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"How amiable are thy tabernacles, O Lord of hosts! My soul longeth, yea, even fainteth for the courts of the Lord: my heart and my flesh crieth out for the living God. Yea, the sparrow hath found an house, and the swallow a nest for herself, where she may lay her young, even thine altars, O Lord of hosts, my King, and my God. Blessed are they that dwell in thy house: they will be still praising thee. Selah. Blessed is the man whose strength is in thee; in whose heart are the ways of them. Who passing through the Valley of Baca make it a well; the rain also filleth the pools. They go from strength, every one of them in Zion appeareth before God. O Lord God of hosts, hear my prayer: give ear, O God of Jacob. Selah. Behold, O God our shield, and look upon the face of thine anointed. For a day in thy courts is better than a thousand. I had rather be a doorkeeper in the house of my God, than to dwell in the tents of wickedness. For the Lord God is a sun and shield: the Lord will give grace and glory: no good thing will he withhold from them that walk uprightly. O Lord of hosts, blessed is the man that trusteth in thee." The Holy Bible - Chapter 84.

8. I further declare, as The Higher Authority, that all subjects in this case be excused from all broken covenants, and that said three billion dollars shall be excluded from this judgment, and that all other information is deemed property of The Higher Authority, in particular, Rameses America Mercury,

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Pharaoh of the World, has received his inheritance, from God, his Father, as sought forth in Case No. BT 6128 - Mercury Adult Adoption, February 22, 1994, in particular, the riches of heaven, and the earthly net - worth of the treasures of ancient Egypt, which is hereinafter referred to as "The Diamond Mine", which being interpreted is "The Word of God."

- I hereby extend my heart to Miss Janet Damito Jo Jackson, and my love to Mr. and Mrs. Michael Joseph Jackson. I hereby proclaim to the world that the devil, the beast of the sea, the beast of the earth, and the great whore, are without, and are cast into everlasting damnation. The Higher Authority, which is Rameses, Janet, Prince, and Michael, have been placed into everlasting life. All others shall have their just reward as well, and all shall be based on faith. I order this case closed based on the fact that Judge Aurelio Munoz, is not qualified to judge the matter, and I am not going to denounce my Father, and other family members in Jesus Christ for three billion dollars. I have dropped mammon from this case altogether, and have forgiven all other parties herein contained who have displayed a level of fear that shall hopefully teach them, and all others to live a just life, and not to steal from your neighbor. For the fear of God is the beginning of knowledge.
- 10. I had petitioned to Superior Court of California, County of Los Angeles, that my name be changed from Rameses America Mercury to Love. I did this to illustrate the difference between humility and dictatorship, or better yet, love and hate. I further state that I do not wish to have such petition

granted, and that anyone who attempts to be God is a deceiver, and that I have declared being a Son of God, and the Word of God. And that Love is God, and God is Love, and that Jesus Christ is one and the same as God and Love, and Love is therefore The Holy Spirit. Therefore, God, Jesus Christ, and Love are the trinity. And therefore I have exhibited a document that illustrates the closest you can be to God, without going out of bounds, in particular, I am a part of God. God is everybody, and everybody is God. Those who are rejected by God are those who dictate or hate, and are henceforth no longer a part of God. I am not everybody, and therefore I am not Love, but the messenger, and author of Love. To be as gods is as close as it gets for mankind.

III. MAN SENT FROM THE GARDEN: ;

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"And Adam called his wife's name Eve; because she was the mother of all living. Unto Adam also and to his wife did the Lord God make coats of skins, and clothed them. And the Lord God said, Behold, the man as become as one of us, to know good and evil: and new, lest he put forth his hand, and take also of the tree of life, and eat, and live for ever: Therefore the Lord God sent him forth from the garden of Eden, to till the ground from whence he was taken. So he drove out the man; and he placed at the east of the Garden of Eden Cherubims, and a flaming sword which turned every way, to keep the way of the tree of life." The Holly Bible - Genesis, Chapter 3, verses 20 - 24.

IV. THE WATER AND TREE OF LIFE:

"I Jesus have seat mine angel to testify unto you these things

in the churches. I am the root and the offspring of David, and the bright and morning star. And the Spirit and the bride say, Come. And let him that heareth say, Come. And let him that is athirst come. And whosoever will, let him take the water of life freely. For I testify unto every man that heareth the words of the prophecy of this book, If any man shall add unto these things, God shall add unto him the plagues that are written in this book: And if any man shall take away from the words of the book of this prophecy, God shall take away his part out of the book of life, and out of the holy city, and from the things which are written in this book. He which testifieth these things saith, Surely I come quickly. Amen. Even so, come Lord Jesus. The grace of our Lord Jesus Christ be with you all. Amen. The Holy Bible - Revelation, Chapter 22, verses 16 - 24.

Rameses America Mercury in Pro Per

EXHIBIT I

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Michael O'Connor 090017
   Robert Shilliday 168769
   Christensen, White, Miller, Fink & Jacobs
   2121 Avenue of the Stars
   Los Angeles, CA. 90067
3
    (310) 553-3000
4
   Ruth Anne Taylor, State Bar No. 130587
5
   Warner Bros. Records Inc.
   3300 Warner Blvd.
   Burbank, Ca. 91343
    (818) 953-3290
7
   Attorneys for Defendant WARNER BROS. RECORDS INC.
8
                 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9
                       FOR THE COUNTY OF LOS ANGELES
10
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12
                                     ) Case No. BC113137
   RAMSES AMERICA MERCURO
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                  Plainti ( )
                                     ) NOTICE AND EX PARTE MOTION TO
                                     ) DISMISS COMPLAINT FOR FAILURE TO
14
                                     ) AMEND PURSUANT TO COURT ORDER;
                                     ) DECLARATIONS OF RUTH ANNE TAYLOR
15
   WARNER BROS. RECORDS INC. et. al,) AND ROBERT SHILLIDAY IN SUPPORT
16
                                       THEREOF
                 Defendancs.
                                     ) DATE: December 29, 1994
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                                       TIME: 8:30 a.m.
                                       DEPT: 47
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                                       DISCOVERY CUT-OFF: None Set
                                       MOTION CUT-OFF:
                                                           None Set
                                       TRIAL DATE:
                                                          Mone Set
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         Please take notice that at 8:30 a.m. on December 29, 1994 in
   Department 47 of the above-entitled Court, defendant Warner Bros.
23
   Records Inc. ("Warner") will and hereby do move, ex parte, for an
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   order dismissing the action filed by plaintiff Ramses America
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   Mercury ("Mercury") herein, on the grounds that Mercury has failed
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   to amend his complaint within the time allowed by the court,
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pursuant to the Courts order granting the demurrer of Warner herein.

Warner brings this motion pursuant to section 581(f)(2) of the Code of Civil Procedure.

This motion will be and is based upon this notice, the accompanying memorandum of points and authorities, the files, pleadings and exhibits in this matter and upon such oral and other evidence as will be presented at the time of hearing of this matter

Dated: December 28, 1994

Michael O'Connor
Robert Shilliday
CHRISTENSEN, WHITE, MILLER
FINK & JACOBS

BY: Jay Diel

Robert Shilliday Attorneys for defendant WARNER BROS. RECORDS INC. MEMORANDUM OF POINTS AND AUTHORITIES

On November 16, 1994 defendant Warner Bros. Records Inc. ("Warner") demurred to the complaint of Ramses America Mercury ("Ramses") filed herein. At the hearing of this demurrer, Judge Aurelio Munoz granted the demurrer with thirty days leave to amend. Mercury was present at the hearing.

On November 16, 1994, the court clerk delivered a minute order, by mail, to Mercury and Warner which set forth the Court's order. A true and correct copy of this minute order is attached to the declaration of Ruth Anne Taylor ("Taylor Decl.") hereto and is incorporated herein by this reference. Pursuant to the foregoing, 13 Mercury was to have filed his first amended complaint by December 14 16, 1994.

Mercury did not amend his complaint by December 16, 1994. (Taylor Decl. para. 3.) In fact, Mercury has not filed an amended complaint to date. (Shilliday Decl. para. 2.)

Pursuant to section 581(f)(2), of the Code of Civil Procedure the Court may dismiss an action when, "after a demurrer to a complaint is sustained with leave to amend, the plaintiff fails to amend it within the time allowed by the court and either party 22 moves for dismissai."

As set forth herein, Mercury did not file an amended

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1	complaint within the time allotted by the Court, and no extension	
2	has been granted by Warner. (Taylor Decl. para. 4) Accordingly,	
3	Warner respectfully requests that this action be dismissed.	
4	Dated: December 28 1994 Michael O'Connor	
5	Robert Shilliday CHRISTENSEN, WHITE, MILLER	
6 7	FINK & JACOBS	
8	BY: Robert Shilliday	
9	Attorneys for defendant WARNER BROS. RECORDS INC.	
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DECLARATION OF RUTH ANNE TAYLOR

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I, Ruth Anne Taylor, declare and state as follows:

- 1. I am an attorney at law, duly licensed to practice before all the courts of this state. In such capacity, I am counsel to Warner Bros. Records Inc. ("Warner") herein. I have personal knowledge of the following matters and if called as a witness herein, I could and would testify competently thereto.
- 2. On November 16, 1994 this Court sustained the demurrer of Warner to the complaint of Mercury, and granted Mercury thirty days leave to amend. Mercury was present at the hearing.
- 3. On November 16, 1994 the court clerk provided notice by mail to Warner and Mercury of the Court's ruling. A true and correct copy of this notice is attached hereto as Exhibit "A" and is incorporated herein by this reference.
- 4. I have not granted Mr. Green an extension to file the amended complaint.

I declare under the penalty of perjury that the foregoing is true and correct. Executed this 16th day of December, 1994, at Los Angeles, California.

Ruth while Vaylor

DECLARATION OF ROBERT SHILLIDAY

I,	Robert	Shilliday,	declare	and	state	as	follows
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- 1. I am an attorney at law, duly licensed to practice before this court. I am an associate with the law firm of Christensen, White Miller, Fink & Jacobs. In such capacity, I am outside counsel to Warner Bros. Records Inc. ("Warner") herein. I have personal knowledge of the following matters and if called as a witness herein, I could and would testify competently thereto.
- 2. On December 27, 1994, I requested my attorney service to provide me with a copy of the court register to determine whether or not Ramses America Mercury ("Mercury") had filed an amended complaint in this action. My review of the register indicates that Mercury has not filed an amended complaint. A true and correct copy of the court register for this action is attached hereto as Exhibit "A" and is incorporated herein by this reference.
- 3. On December 27, 1994, I served Mercury with a copy of these pleadings. Further, on December 27, 1994 my secretary also telephoned Mercury and spoke with Mr. Mercury informing him of this hearing.
- 4. I have not granted Mr. Green an extension to file the amended complaint.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 28th day of December, 1994, at Los Angeles, California

Robert Shilliday

1 PROOF OF SERVICE BY MAIL 2 3 STATE OF CALIFORNIA 4 COUNTY OF LOS ANGELES) 5 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is Christensen, White, Miller, Fink & Jacobs, 2121 Avenue of the Stars, 18th Floor, Los Angeles, California 90067. 8 On December 27, 1994, I served the foregoing document described as NOTICE AND EX PARTE MOTION TO DISMISS COMPLAINT FOR 9 FAILURE TO AMEND PURSUANT TO COURT ORDER; DECLARATIONS OF RUTH ANNE TAYLOR AND ROBERT SHILLIDAY IN SUPPORT THEREOF on the interested 10 parties in this action by placing the a copy thereof enclosed in a sealed envelope addressed as follows: 11 12 Rames America Mercury 352 Sutton Court Pomona, California 91767 13 14 I am readily familiar with Christensen, White, Miller, Fink & 15 Jacobs' practice of collection and processing of correspondence for mailing. Under that practice it would be deposited with U.S. 16 postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I 17 am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit. 19 I declare under penalty of perjury under the laws of the State of California that the above is true and correct. 20 Executed on December 27, 1994, at Los Angeles, California. 21 22 23 24 25 26 27 28

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

R. MAYA



DATE: 11/16/94

DEPT. 47

HONORABLE Aurelio Muñoz

JUDGE

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

#1

N. HAMPTON, CSL

Deputy Sheriff NONE Reporter

8:30 am BC113137

RAMESES AMERICA MERCURY

IN PRO PER: Plaintiff

R. America Mercury [x] Counsel

Defendant WARNER BROS.

PRINCE ROGERS NELSON, ET AL

Ruth Anne Taylor [x] Counsel

NATURE OF PROCEEDINGS:

DEMURRER OF DEFENDANT, WARNER BROS, RECORDS INC., TO PLAINTIFF'S COMPLAINT

Demurrer is argued. The Court sustains the demurrer for the reasons stated to the moving papers. Thirty days leave to amend.

A copy of this minute order is mailed this date to:

Rameses America Mercury 352 Sutton Court Pomona, CA 91767

Ruth Anne Taylor WARNER BROS. RECORDS, INC. 3300 Warner Blvd. Burbank, CA 91505

> MINUTES ENTERED 11/16/94 COUNTY CLERK

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EXHIBIT J

1 2 3	Michael J. O'Connor, State Bar No. Robert J. Shilliday, State Bar No. CHRISTENSEN, WHITE, MILLER, FINK & 2121 Avenue of the Stars, 18th Flo. Los Angeles, California 90067-5010	JACOBS FILED
4	(310) 553-3000	JAN 5 1995
5	Ruth Anne Taylor, State Bar No. 13 Warner Bros. Records, Inc.	EDWARD M. KRITZMAN CURRIS
6	3300 Warner Blvd. Burbank, CA 91343 (818) 953-3290	M. Jofanotin BY N. HAMPTON, DEPUTY
7 8	Attorneys for Defendant WARNER BRO	os. RECORDS INC.
9	SUPERIOR COURT OF THE	STATE OF CALIFORNIA
10	FOR THE COUNTY	OF LOS ANGELES
11	RAMESES AMERICA MERCURY,)	Case No. BC 113137
12	Plaintiff,)	NOTICE OF RULING ON DEFENDANT WARNER BROS. RECORDS, INC. <u>EX</u>
13	v.)	<u>PARTE</u> MOTION TO DISMISS COMPLAINT
14	WARNER BROS. RECORDS INC. et al.,)	Date: December 29, 1994
15 16	Defendants.)	Time: 8:30 a.m. Place: Department 47
17 18		Discovery Cutoff: None Motion Cutoff: None Trial Date: None
19	TO ALL PARTIES AND TO SHEIR ATTORN	EYS OF RECORD:
20	PLEASE TAKE NOTICE that on De	cember 29, 1994, at 8:30 a.m. in
21	Department 47 of the above-entitle	d Court, defendant Warner Bros.
22	Records, Inc.'s ("Warner") Ex Part	e Motion to Dismiss Complaint for
23	Failure to Amend came on for heari	ng before the Honorable Aurelio
24	Munoz.	
25	Plaintiff was represented at	the hearing by Rameses America
26	Mercury in <u>pro per</u> Defendant War	ner was represented at the
27	hearing by Robert o. Shilliday III	, Esg., of the law firm of
28	Christiansen, White, Miller, Fink	& Jacobs.

Having considered the papers and the argument of counsel, the Court denied the Motion to Dismiss on an exparte basis without prejudice and instructed Warner to bring such motion on regular notice. Plaintiff and defendant Warner have set January 30, 1995, at 8:30 a.m. in Department 47 of the above-entitled court, as the hearing date for defendant Warner's Motion to Dismiss Complaint for Failure to Amend.

Dated: January 5, 1995

Michael J. O'Connor Robert J. Shilliday III CHRISTENSEN, WHITE, MILLER, FINK & JACOBS

Robert J. Shilliday
Attorneys for defendant
WARNER BROS. RECORDS, INC.

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EXHIBIT K

1 Ruth Anne Taylor, Atty., State Bar No. 130587 WARNER BROS. RECORDS INC. 2 3300 Warner Boulevard Burbank, CA 91505 3 (818) 953-3290 4 Attorneys for Defendants WARNER BROS. RECORDS INC. 5 б 7 8 SUPERIOR COURT OF THE STATE OF CALIFORNIA 9 FOR THE COUNTY OF LOS ANGELES 10 RAMSES AMERICA MERCURY,) CASE NO. BC113137 12 Plaintiff, NOTICE OF RULING 13 January 30, 1995 v.) Date: Time: 8:30 a.m. 14 PRINCE ROGERS NELSON and WARNER Dept: BROS. RECORDS INC. et al. 15 Defendance: 16

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:

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PLEASE TAKE NOTICE THAT on January 30, 1995, at 8:30 a.m. in department 47 of the above entitled court, defendant Warner Bros. 21|| Records Inc. ("Warner") moved for dismissal of the complaint filed 22 by plaintiff Ramse Fascrica Mercury ("Mercury") on the grounds that Mercury had failed to free an amended complaint within the 30 day period following Wirner's successful demurrer to his complaint.

Ruth Anne Taylor appeared on behalf of Warter. Ramses America 26 Mercury appeared on behalf of himself. Both parties submitted 27 pursuant to the terms of the court's tentative ruling.

After consideration of the pleadings and upon submission of both defendants the honorable Aurelio Munoz ruled as follows: The complaint against Warner is dismissed. 1. The initial status conference is taken off calendar. Warner shall submit a proposed order and give notice. З. 73.79. Respectfully submitted, Dated: February 2, 1995 WARNER BROS. RECORDS INC. Attorneys for Defendant WARNER BROS. RECORDS INC.

PROOF OF SERVICE BY MAIL

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES.

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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 NOTICE OF RULING 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.

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EXHIBIT L

Ruth Anne Taylor, State Bar No. 130587 Warner Bros. Records Inc. 3300 Warner Blvd. Burbank, Ca. 91505 FEB 0 6 1995

BURUSY R. MAYA DEPUTY 3 (818) 953-3290 Attorneys for Defendant WARNER BROS. RECORDS INC. 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,) (DESPOSED) ORDER RE DISMISSAL 12) DATE: January 30, 1995) TIME: 8:30 a.m. WARNER BROS. RECORDS A. , and PRINCE ROGERS NELSON al,) DEPT: 47 14) DISCOVERY CUT-OFF: None Set Defendance.) MOTION CUT-OFF: None Set 15 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 REERS THAT: 23 The complaint is dismissed as to defendant Warner Bros. 24 Records Inc. 25 Dated: February (26 Judge Aurelio Muñoz 27

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.

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EXHIBIT M

(TYPE OR PRINT,	BLACK INK ONLY)
ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS) WESES AMERICA MERCURA 226-7157	(FOR COURT USE ONLY) ORIGINAL FILED
MESES AMERICA MERCURY 226-7157 70 PALM NEWLE #105	FEB 08 1996
Attorney(s) For Doc	SUPERIOR COURT
PRO PER	
SUPERIOR COURT OF CALIFOR IN THE MATTER OF THE PETITION OF (NAME):	CASE NUMBER 037226
RAMESES AMERICA MERCURY FOR CHANGE OF NAME.	DECREE CHANGING NAME HEARING DATE: 2-8-9 G TIME: 9:00 AVI DEPT.: 1 A
in place of	(s) came on regularly to be heard in Department $\frac{8}{190}$, and proof having been made (MONTH, DAY, YEAR) aring was given in the manner and form required is having been filed by any person, and evidence support of the petition, and the court being satisfied (s) assuming the name(s) proposed; and it appearing his of the petition are true and that the order sought
IT IS THEREFORE ORDERED, ADJUDGED AND I RAWESES MERICA is/are hereby changed to RODNEY	DECREED that petitioner(s) name(s) of - WERCURY HERACHIO DIXON
Dated: FEB 0 8 1996	MURRAY GROSS COMMISSIONER JUDGE/COMMISSIONER OF THE SUPERIOR COURT

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EXHIBIT N

Emancipation

Emancipation is the 19th full-length studio album by Prince (his third using the name (†) and the first album to be released following the end of Prince's contract with Warner Bros., which ended less than a week prior to this album's release. It is also Prince's first released triple album. It was released worldwide in November 1996 (just four months after Chaos And Disorder). Recording process

Prince (as $^{\Omega}$) began recording songs for the album in January 1995, and work continued on the album until October 1996. Two early configurations, from July 1995, and a later unknown date in 1995, are known, but both were single-disc sets and should be viewed as works-in-progress (see below for details).

The album was largely a solo work, although it also contains tracks showing Prince's transition from the 1993-5 version of The New Power Generation (with Michael B., Sonny T., Tommy Barbarella and Mr. Hayes) to the new, 1996, version of the band (containing Kirk Johnson, Rhonda Smith, Kat Dyson, Mr. Hayes and Eric Leeds).

The album is also Prince's first to include cover versions of others' songs (indeed the first commercial single release, Betcha By Golly Wow!, was a cover version). He has occasionally included cover versions on albums since **Emancipation**. Each of the album's three CDs contains 12 tracks and lasts exactly 60:00

- Prince mentioned in interviews that this was

planned based on his studies of Egypt, "the building of the pyramids and how the pyramids were related to the constellations. They were a message from the Egyptians about how civilization really started."

Promotion

The album produced two commercially-released singles, Betcha By Golly Wow! and The Holy River. Eleven months prior to the album's release, Slave was given out as a cassette single to concert goers at a Paisley Park Studios show.

Additionally, following the album's release, Somebody's Somebody and Face Down were available as promotional releases. EMI Records went bankrupt during the album's promotional run, however, stalling all promotion for the album. Prince (as 4) also independently released a live single, NYC, containing live versions of Jam Of The Year andFace Down.

Prince (as \P) toured extensively to promote the album on the Love 4 One Another Charities
Tour and the Jam Of The Year World Tour,
although the tours focuses largely on past hits,
with only a few songs from **Emancipation** played
regularly. Prince (as \P) also made multiple
television appearances and media interviews to
support the album, and labeled it "the album I was
born to make".

The album reached number 11 on The Billboard 200, and number 6 on the Billboard Top R&B Albums Chart.

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EXHIBIT O

Rodney Herachio Dixon 11755 Gilmore Street #209 North Hollywood, California 91606 (818) 506-4553 PRO PER

LOS ANGELES SUPERIOR COURT:

JUL - 9 1996

AMES H. DEMPSEY, CLERK

C. Dill

RY B. DILL, DEPUTY

SUPERICA COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES

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RODNEY HERACHIO DIXON,) Cas

Case No. BC 113137

12 Plaintiff,

THE DECLARATION OF RODNEY HERACHIO DIXON, A SON OF GOD

vs.

PRINCE ROGERS NELSON,

Def ts

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I declare under the penalty of perjury that I am Rodney

Herachio Dixon (case no. BS 037226- name change, February 8, 1996

Superior Court of California, County of Los Angeles), a son of

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God.

I. THE LAW AND THE PROMISE:

"Brothers, let e an example from everyday life. Just as no one can set aside o add to a human covenant that has been duly, established, so it is I this case. The promises were spoken to Abraham and to his seed. The scripture does not say "and to seeds", meaning many people, but "and to your seed", meaning one person, who is Christ. What I mean is this: The law introduced

430 years later, does not set aside the covenant previously established by God and thus do away with the promise. For if the inheritance depends on the law, then it no longer depends on a promise; but God in his grace gave it to Abraham through a promise. What then was the purpose of the law? It was added because of transgressions until the seed to whom the promise referred had come. The law was put into effect through angels by a mediator. A mediator, however, does not represent just one Is the law therefore opposed to the party; but God is one. promises of God? Absolutely not. For if the law had been given that could impart life then righteousness would certainly have come by the law. But the Scripture declares that the whole world is a prisoner of sin so that what was promised, being given through faith in Jesus Carist might be given to those who believe. Before this faith came were held prisoners by the law locked up until faith should be revealed. So the law was put in charge to lead us to Christ that we might be justified by faith. faith has came we are no longer under the supervision of the law. The Holy Bible (New International Version) - Galatians, Chapter 3, Verses 15-25.

II. SONS OF GOD:

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"You are all sons of God through faith in Christ Jesus, for all of you who were baptized into Christ have clothed yourselves with Christ. There is neither Jew nor Greek, slave or free, male nor female, for you are all one in Christ Jesus. If you belong to Christ, then you are Abraham's seed, and heirs according to the promise. What I am saying is that as long as the heir is a child, he is no different from a slave, although he owns the whole

estate. He is subject to guardians and trustees until the time set by his father. So also when we were children we were in slavery under the basic principles of the world. But when the time had fully come, God sent his Son, born of a woman, born under the law, to redeem those under the law, that we might receive the full rights as sons. Because you are sons, God sent the Spirit of his Son into our hearts, the Spirit who calls out, Abba, Father. So you are no longer a slave, but a son; and since you are a son, God has made you also an heir".

- The Holy Bible (New International Version) Galatians, Chapter 3,

 11 Verses 26-29; / Chapter 4, Verses 1 7.
 - 1. I declare that on June 16, 1994, under the name Rameses America Mercury, I filed a declaration, and on line 12 14 of said declaration it states (I Rameses America Mercury, acting as Pharaoh of the United States hereby declare that my newly produced record titled "If" be deemed the Official State of the Union Address by Pharaoh Rameses America Mercury, and for the year nineteen hundred and ninety four").
 - 2. I further declare that all declarations filed thereafter was based on this declaration filed that day of June 16, 1994.
 - 3. I further declare that the word, title, and song "If" is the key word to focus on when trying to understand the spirit of this case, whereas Rameses America Mercury, acting as Pharaoh was in direct contradiction to being a true son of God, and that Rodney Herachio Dixon is a true son of God.
 - 4. I hereby declare that "If" has no bearing on Rodney Herachio Dixon, but said word "If" is applicable to Rameses America Mercury, Janet Jackson, Prince Rogers Nelson, or the

Artist-Formerly-Known-As-Prince, Michael Jackson, Dick Griffey, and everyone else involved in this case as it relates to the letter sent Janet Jackson on May 23, 1994.

- 5. I declare that Jesus Christ was murdered, buried, and resurrected on the third day; sat down at the right hand of God, and is the Savior of all mankind, and is the one and only Messiah that there ever was and will be. My good confession is that Jesus is Lord.
- 6. I declare that the International Churches of Christ is God's one true church as it teaches in the Bible that follows the commands given in Marthew 28: 18 20 (Then Jesus came to them and said, "All authority in heaven and on earth has been given to me. Therefore go and make disciples of all nations, baptizing them in the name of the Father, and of the Son and of the Holy Spirit, and teaching them to obey everything I have commanded you. And surely I am with you always, to the very end of the age.") I am baptized into God's one true church as a disciple of Jesus Christ, the firstfruit of God.
- 7. I declare that Pharaoh is dead, and that Jesus lives forever.

21 III. LIFE THROUGH THE SPIRIT:

"Therefore, brothers, we have an obligation - but it is not to the sinful nature, to live according to it. For if you live according to the sinful nature, you will die; but if by the Spirit you put to death the misdeeds of the body, you will live, because those who are led by the Spirit of God sons of God. For you did not receive a spirit that makes you a slave again to fear, but you received the Spirit of sonship. And by him we cry "Abba, Father".

1	The spirit himself testifies with our spirit that we are God'
2	children. Now if we are children, then we are heirs - heirs of Go
3	and co-heirs with Christ, if indeed we share in his sufferings i
4	order that we may also share in his glory".
5	The Holy Bible (New International Version) Romans, Chapter 8
6	Verses 12 - 17.
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9	Executed on July 1916 to MGELES, California
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EXHIBIT P

	MC-03
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name) Rodney Herachio Dixon 29635 Troon Court Manufactor CA 02563	FOR COURT USE ONLY
Murrieta, CA 92563 TELEPHONE NO.: (805) 768-4474 FAX NO. (Optional): E-MAIL ADDRESS (Optional): dubailandlegend@yahoo.com ATTORNEY FOR (Name): Pro Per	FILED Superior Court of California County of Los Angeles
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 PLAINTIFF/PETITIONER: Rameses America Mercury	APR 25 2016 Sherri R. Carrer, Executive Officer/Clerk By Thum, Deputy Ishayla Chambers
DECLARATION	CASE NUMBER: BC113137

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البدا		Attorney for Plaintiff Petitioner Defendant

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Rodney H. Dixon 29635 Troon Court Murrieta, California 92563 (805) 768-4474 3 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 as follows: 12612016 DECLIFICATION OF RODNEY H. DIXON

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

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

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

17 U.S. Code Sections 201 - Ownership of Copyright

- (a) Initial Ownership Copyright in a work protected under this title vests initially in the author or authors of the work. The authors of a joint work are co-owners of copyright in the work.
- (d) Transfer of Ownership
- (1) The ownership of a copyright may be transferred in whole or in part by any means of conveyance or by operation of law, and may be bequeathed by will or pass as personal property by the applicable laws of intestate succession.
- (2) Any of the exclusive rights comprised in a copyright, including any subdivision of any of the rights specified in section 106, may be transferred as provided by clause (1) and owned separately. The owner of any particular exclusive right is entitled, to the extent of that right, to all of the protection and remedies to the copyright owner by this title.

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

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

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

<u>Civil Code Section 1217</u> - An unrecorded instrument is valid as between the parties thereto and those who have notice thereof.

DECLARATION OF RODNEY H. DIXON

- I. I, Rodney H. Dixon, do hereby prepare this declaration with the intent to make clear the ownership wisting to the music catalog/vault of Prince Rogers Nelson in possession of Prince Rogers Nelson upon his death.
- II. It is fact, that Prince Region Nelson did not leave a will to any of his family members or any other relatives at all. It is therefore clear that leaving his estate to any family member(s) or relative(s) was "not his will" nor could he effectively do so.
- III. It is a fact that Prince Rogers Nelson did not leave a "will" to any person(s) or entities regarding his estate, and he elected not to do because of being prohibited by his conveyance of transfer of ownership to Rodney H. Dixon in the year 1995.
- IV. I, Rodney H. Dixon, hereby assert that none other person(s) in the world can show forth the "will" of Prince Rogers Nelson with legal documentation relating to copyright ownership of his music catalog/vault to transfer to anyone else upon his death.
- V. The information provided in this declaration is supported by legal jurisprudence. 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

- and 1995 respectively that assert Prince Rogers Nelson's conveyance of transfer of his music catalog/vault to Rodney H. Dixon and \$1 Billion.
- VI. 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.
- VII. 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.
- VIII. I, Rodney H. Dixon, further assert that his reason for not writing another "will" for his estate is due to legal activities that took place in the years 1994-1995, which show forth his conveyance of transfer of ownership to Rodney H. Dixon that would prohibit Prince Rogers Nelson from bequeathing a will to anyone else.
- IX. 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.
- X. I, Rodney H. Dixon, declare that my current legal name is Rodney H. Dixon, but that I initiated the legal activity as described in this Declaration regarding Prince Rogers Nelson under the following names:
- A. Aeric Alexander Mercur
- B. Rameses America Mercusy
 - XI. 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 of the principals therewith.
 - XII. The principals in this matter are Rodney H. Dixon and Prince Rogers Nelson.

- The content of these cases inserted into the State of California, Superior Court of Los
 Angeles and San Bernardino Counties in the years 1994-1995 is premised on an
 agreement between Prince Rogers Nelson and Mercury/Dixon valued at \$1 Billion.
- 2. The contents in the case inserted into the State of California, Superior Court of Los Angeles and San Bernardino Counties in the years 1994-1995 is premised on the conveyance of transfer by Prince Rogers Nelson submitting to the Mercury/Dixon the ownership of his music catalog/vault.
- The decision by the Superior Court of California County of Los Angeles relating to the claim for \$1 Billion and Music Catalog/Vault was "Dismissed" against Warner Brothers Records - but not against Prince Rogers Nelson, as recorded in court documents for the case BC113137.
- 4. Specifically, the court stated to Mercury/Dixon that since Prince Rogers Nelson was the person that made the agreement, Mercury/Dixon would need to collect what was owed from Prince Rogers Nelson instead of Warner Brothers Records.
- 5. Notwithstanding, the \$1 Billion agreement and music catalog/vault was still at-issue. The ownership to the vault was not regained by Prince Rogers Nelson until 2014 on behalf of Rodney H. Dixon.
- 6. The second legal venue initiated by Mercury/Dixon in 1995 was filed in the County of San Bernardino.
- 7. Mercury/Dixon was afforded an Entry of Default against Prince Rogers Nelson but was denied a Default Judgment as it related to Service of Process. In particular,

 Mercury/Dixon was asked to bring the legal service processer to court to testify to proper service compliance.

- 8. Mercury/Dixon brought in a Beverly Hills Sheriff that served the legal representative for Prince Rogers Nelson named Jerry Edelstein. The deputy testified that Jerry Edelstein of Edelstein, Laird & Sobel, LLP not only accepted the service process, but that Jerry Edelstein stated he was the legal representative of Prince Rogers Nelson for the cases filed by Mercury/Dixon specifically. The deputy also stated that Jerry Edelstein voluntarily added that Prince Rogers Nelson was fully aware of the cases.
- 9. It is a fact that Prince Rogers Nelson did not contest any of the claims made by

 Mercury/Dixon, nor did any of his legal representatives, and as such conveyed to the will

 of Rodney H. Dixon. In fact, many believed a simple Quash of the Complaint or

 Demurrer by representatives of Prince Rogers Nelson would have sufficed to garner a

 complete Dismissal of all claims made by Mercury/Dixon. Notwithstanding, the tests of a

 Default Judgment against Prince Rogers Nelson were met as Prince Rogers Nelson

 refused to contend.
- 10. Simply put, Prince Rogers Nelson and Mercury/Dixon agreed that Mercury/Dixon was the recipient of \$1 Billion and the Catalog/Vault ownership by the actions that ensued.
- 11. In accordance with 17 U.S. Code Section 201 Ownership of Copyright sub-sections (a), (b), (1), and (2), not even the Superior Court of the County of San Bernardino holds the legal authority to change the transfer of ownership conveyed by Prince Rogers Nelson to Rodney H. Dixon.
- 12. The Estate of Prince Rogers Nelson, Paisley Park Estate, etc. is valued at \$300 million.

 Additionally, the catalog/vault is rumored to have value at \$500 million for a total value of approximately \$800 million unofficially, which is near the value ascertained by Rodney H. Dixon and agreed to by Prince Rogers Nelson in 1995.

- 13. 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.
- 14. Simply put, as ascertained by years of communication and counsel between Prince

 Rogers Nelson and Mercury/Dixon, Rodney H. Dixon is the one and only person Prince

 Rogers Nelson could trust to be the executor of his estate.

CONCLUSION

- I, Rodney H. Dixon, am prepared to bring forth supportive documentation and eyewitnesses to support the claims made in this Declaration 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 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").
- 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. Dia and 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 25, 2016

RODNEY H. DIXON

Ry:

EXHIBITA

Newspapers

The San Bernardino County Sun (San Bernardino, Californía) · Thu, Jun 8, 1995 · Page 26

https://www.newspapers.com/image/86341065

Printed on Apr 23, 2016



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: Highlander files suit against pop music star

B 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. 16 to give Mercury time to show that he has properly served Prince, or his authorized agent, with a court summons.

The stift was filed in San Berny narding because Moreury now lives in High and.

-Sun Staff

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Early |

One woman teal home at 3 a.m. to v to take a Regional] Occupational Progi being a medical asi

By SULIPEA LUQUE
The Sun's Rediands Burei

REDLANDS—
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EXHIBIT Q

1 Rodney H. Dixon 29635 Troon Court 2 Murrieta, California 92563 (805) 768-4474 3 4 Pro Per 5 6 STATE OF MINNESOTA, COUNTY OF CARVER 7 CARVER COUNTY DISTRICT COURT 8 9 10 11 12 Case No. 10-PR-16-46 13 Rameses America Mercury 14 Petitioner DECLARATION IN SUPPORT OF PETITION, 15 DEMAND FOR NOTICE, AND RECOVERY Vs. 16 OF RODNEY H. DIXON The Estate of Prince Rogers Nelson 17 Paisley Park Estate, et al 18 Does 1 - 99 19 Respondent(s) 20 21 22 23 24 25 26 27 28

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DECLARATION IN SUPPORT OF PETITION, DEMAND FOR NOTICE, AND RECOVERY OF RODNEY H. DIXON

This Declaration of Rodney H. Dixon is in support of a Petition to the Carver County District Court regarding ownership of the intellectual properties alleged to be owned by Prince Rogers Nelson at his time of death, and additionally the amount of \$1 billion claimed as a result of an implied agreement. Rodney H. Dixon has claimed ownership of the intellectual properties and \$1 billion based on an Agreement made between Prince Rogers Nelson and Rodney Herachio Dixon that will be described in great detail in this declaration. These claims are made in accordance to the laws of the State of California, the State of Minnesota, and the laws of the United States of America.

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

- Claims Minnesota Law In accordance with the laws of the State of Minnesota under Section 524.8, claims include liabilities of the decedent whether arising in contract or otherwise and liabilities of the estate which arise after the death of the decedent including funeral expense and expenses of administration.
- 2. Claims Minnesota Law Section 524.7, includes all of the property of the decedent, trust, or other person whose affairs are subject to this chapter, as originally constituted, and as it exists from time to time during administration.
- 3. Heirs Minnesota Law Section 524.27, Heirs means those persons, including the surviving spouse, who are entitled under the statutes of intestate succession to the property of a decedent,
- 4. Interested Person– Minnesota Law Section 524.32, including heirs, devisees, children, spouses, creditors, beneficiaries and any others having a property right in or claim against the estate of a decedent, ward or protected person which may be affected by the proceeding. It also includes persons having priority for appointment as personal representative, and other fiduciaries representing interested persons.

- 5. Personal Representative Minnesota Law Section 524.39, personal representative includes special administrator.
- 6. Petition Minnesota Law Section 524.40, means a written request to the court for an order after notice.
- A. In accordance with the laws of the State of Minnesota under Section 524.8, Rodney Herachio Dixon is a claimant against the Estate of Prince Rogers Nelson, et al. and includes property of Prince Rogers Nelson in accordance with also Section 524.7.
- B. In accordance with the laws of the State of Minnesota under Section 524.27, Rodney

 Herachio Dixon's claims are separate and distinct from inheritance relating to the heirs or
 potential heirs of Prince Rogers Nelson.
- C. In accordance with the laws of the State of Minnesota under Section 524.32, Rodney Herachio Dixon is an interested person in the Probate proceedings.
- 7. 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.
- 8. 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.
- 9. Rodney Herachio Dixon has originally claimed in at least Case BC113137 that the Agreement arose from the roots of the usage of songs written and performed by Rodney Herachio Dixon and that was later performed and produced by Prince Rogers Nelson without payment as Agreed.
- 10. Rodney Herachio Dixon has claimed that the usage of songs without pay is an issue with roots in copyright with specific elements. In particular, the issue is whether or not such usage falls under the scope of Copyright Infringement or Contact Law?
- 11. In particular, Desny v. Wilder in a 1956 Supreme Court of California ruling "recognizing an implied contractual right to compensation when a writer submits material to a

producer with the understanding that the writer will be paid if the producer uses the concept."

- 12. Even though copyright protection does not extend to ideas under 17 USC Section 102, the preemption aspect of copyright law does extend to state law that attempts to protect ideas. The court indicated that most litigation focuses on the second prong of the preemption test. To survive preemption, a state cause of action must assert rights that are qualitatively different from the rights protected by copyright. An extra element can make the qualitative difference that prevents that preemption principle from applying. In Desny, the extra element was "an agreement to pay for the use of the disclosed ideas."
- 13. An implied agreement of payment for the use of a concept is a personal agreement between the parties and can only be effective between the parties. Such an agreement contrasts with and is unlike the public monopoly created by copyright law. A contract's purpose is to provide greater protection than is available under the Copyright Act. The Desny ruling allows creators to share their concepts and ideas "with the understanding that they are not being given away for free." The court noted that without the protection provided by Desny, there would be very little protection for some potentially valuable creative resources.
- 14. Contract law, whether through express or implied-in-fact contracts, is the most significant remaining state-law protection for literary or artistic ideas. The court ruled that Plaintiff's breach of confidence claim also survives copyright preemption. The duty of trust of the confidential relationship is an extra element in the breach of confidence claim that makes it qualitatively different from a copyright claim.
- 15. In Desny, the California Supreme Court recognized that a writer and producer form an implied contract under circumstances where both understand that the writer is disclosing his idea on the condition that he will be compensated if it is used. 299 P.2d at 270.
- D. 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

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- Rogers Nelson. In particular, the assertion is that the Implied Contract is constituted as an Implied-In-Fact Contract under the law.
- 16. Two theories of recovery have been pressed on the California Supreme Court relating to cases involving creative works agreements. Two theories of recovery have been pressed on the court: (1) wrongful appropriation or infringement of copyright (i.e., that copyright in a writers unpublished work which is preserved by section 2 of the Federal copyright statute for protection by the States); (2) breach of contract express, implied-in-fact, or implied-in-law ground in one way or another on the supposed relationship or dealings between the parties.
- 17. Contract Implied in Fact Consists of obligations arising from a mutual agreement and intent to promise where the agreement and promise have not been expressed in words. Such contracts are implied from the facts and circumstances showing a mutual intent to contract, and may arise by the conduct of the parties. A contract implied in fact is a true contract.
- 18. CCP Section 1619 A contract is either express or implied.
- 19. CCP Section 1620 An express contract is one, the terms of which are stated in words.
- 20. CCP Section 1621 An implied contract is one, the existence and terms of which are manifested by conduct.
- 21. CCP Section 1622 All contracts may be oral, except such as are specially required by statute to be in writing.
- E. Rodney Herachio Dixon is the mover of the action against Prince Rogers Nelson in the years 1994-1995. The actions alleged a verbal and implied agreement that took place regarding \$1 billion. Rodney Herachio Dixon sued for \$1 billion and all intellectual property ownership inside and outside of the infamous vault thereof. The content in the lawsuit included but was not limited to giving Prince Rogers Nelson the option not to reply and rather to submit to the content embodied in the lawsuit. The content centered on the fact that a lack of understanding of the content by anyone other than Rodney

Herachio Dixon and Prince Rogers Nelson was moot. Prince Rogers Nelson complied

22. Meeting of the Minds – Strict construction might be the appropriate approach if we lived

contracting party would use precisely the same words to describe an agreement. After all,

in a society where language was so formal, standardized, and known that every

therewith.

it is difficult, if not impossible, to prove the intent in one's mind or heart (and, of course, it is easy to lie about it). See Christopher Saint German, Doctor & Student (James Moore, 45, College-Green 1792), 179. "It is secret in his own confidence whether he intended to be bound or nay. And of the intent inward in the heart, man's law cannot judge, and that is one of the causes why the law of God is necessary, (that is to say) to judge inward things.") While one may expect that language was more formal and standardized in times past and that contracting parties might have typically been sophisticated and knowledgeable about the language, there can be little doubt that today the sophistication of parties and the language used in any agreement vary wildly. Employing strict construction without analysis of, at least, context might lead to more problems than solutions.

23. Meeting of the Minds — Courts strive to give effect to the intent of all of the parties to the

- 23. Meeting of the Minds Courts strive to give effect to the intent of all of the parties to the contract, but courts do not want to prejudice an innocent party because of the unknown intent of all of the parties to the contract. Therefore, Rodney Herachio Dixon cannot be prejudiced against because others want to determine the intent of the mind of Prince Rogers Nelson by their own accord. The failure of Prince Rogers Nelson to contend the lawsuit does not make void his intent to support the actions of Rodney Herachio Dixon. Rodney Herachio Dixon cannot be prejudiced against therewith and no other persons can contend his lack of contention is a basis for his lack of intent to support the actions of Rodney Herachio Dixon.
- F. Therefore, Rodney Herachio Dixon contends that a meeting of the minds were met before the lawsuit was filed and the actions of Prince Rogers Nelson after the lawsuit was filed further supports this assertion. In fact, Prince Rogers Nelson never contended the actions

- of Rodney Herachio Dixon. It is then understood that any such claims suggesting a meeting of the minds did not occur is moot. Such defenses would fail on its face under the law (CCP 3519).
- 24. Meeting of the Minds Assuming these defenses are not proven, what is left of the "meetings of the minds" concept? That is, how could one prove that there was no "meetings of the minds" if there were not incapacity, coercion, duress, or remedial mistake? These are arguments of specificity imposed by the courts upon the defense to meet in order to make void the mutual agreement of Rodney Herachio Dixon and Prince Rogers Nelson.
- 25. CCP 3509 The maxims of jurisprudence hereinafter set forth are intended not to qualify any of the foregoing provisions of this code, but to aid in their just application.
- 26. CCP 3519 He who can and does not forbid that which is done on his behalf, is deemed to have bidden it.
- 27. CCP 3521 He who takes the benefit must bear the burden.
- 28. CCP 3522 One who grants a thing is presumed to grant also whatever is essential to its use.
- 29. CCP 3528 The law respects form less than substance.
- 30. CCP 3529 That which ought to have been done is to be regarded as done, in favor of him to whom, and against him from whom performance is due.
- 31. CCP 3531 The law never requires impossibilities.
- 32. CCP 3541 An interpretation which gives effect is preferred to one which makes void.
- 33. CCP 3545 Private transactions are fair and regular.
- G. Rodney Herachio Dixon asserts that CCP 3509, 3519, 3521, 3522, 3528, 3529, 3531, 3541, 3545 specify that Prince Rogers Nelson by virtue of his lack of contention deemed to have bidden it (CCP 3509). Additionally, Rodney Herachio Dixon asserts that anyone who receives ownership of the intellectual property of Prince Rogers Nelson must also take on the burden of promoting it to its fullest potential (CCP 3521). Also, Rodney Herachio Dixon assets that by virtue of CCP 3509, Prince Rogers Nelson has granted

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27 28 ownership of all intellectual properties to Rodney Herachio Dixon and therefore its use (CCP 3522). Furthermore, any contention that the claims made by Rodney Herachio Dixon in his complaints filed in 1994-1995 is frivolous, unintelligible, and the like - hold to contentions that are of little consequence in the law, and are therefore moot (CCP 3528). The substance only need be understood by Rodney Herachio Dixon and Prince Rogers Nelson. Being that the law also does not require impossibilities, the preferred argument by law is the actual possibility that Prince Rogers Nelson granted all rights of ownership of his intellectual property to Rodney Herachio Dixon. If the granting of these rights to someone is possible, the contention to this "possibility" would have to be the argument of "impossibility" which is a contention that would not afford any considerations under the law without submitted proof to support that contention (CCP 3531).

- H. Additionally, any interpretation that supports the effective ownership of the intellectual properties and \$1 billion to Rodney Herachio Dixon would outweigh any interpretation that argues to void the ownership to Rodney Herachio Dixon and \$1 billion (CCP 3541).
- The contentions made against the ownership of Rodney Herachio Dixon must be more than naysayers, doubters, unbelievers, skeptics and the like which would have no legal affect at all. In order for naysayers, doubters, unbelievers, skeptics and the like to have legal effect they must be able to prove that a meeting of the minds did not exist between Rodney Herachio Dixon and Prince Rogers Nelson.
- J. Lastly, the agreement made between Rodney Herachio Dixon and Prince Rogers Nelson is not to be construed as some sort of "impossible" and "outrageous" concept but according to law must be construed as a private transaction that is "fair" and "regular" (CCP 3545).
- K. After the lawsuit filed by Rodney Herachio Dixon in the years 1994-1995, Prince Rogers Nelson conducted multiple interviews. One such interview was conducted by Tavis Smiley. During that interview Prince made some statements that were supported by artists Chaka Khan and Larry Graham. In particular, Prince Rogers Nelson stated "The

main thing I want to stress is that there are no contracts. Alright, now that's very

 We don't go into the agreement thinking we're going to end up in court. You know we go into this to make music. Larry and I don't have a contract."

L. During this same interview Larry Graham holds up a CD and says he can make \$700,000 off of it if he sells 100,000 copies.

important for several reasons. We don't plan to go into litigation and fight one another.

- M. Therefore, Prince and Larry would have had to negotiate some form of monetary agreement that had to be negotiated to some extent. According to the law that would be an implied-in-fact contract. Therefore the lack of a written contract in this context would not prevent litigation from occurring. However, the relationship between the two of them would prevent litigation in theory or litigation would be thwarted by the love for one another that would never be lost.
- N. However, this interview took place in the year 1998 which is several years after the lawsuit of Rodney Herachio Dixon (Rameses America Mercury) and Prince Rogers Nelson which started in the year 1994. In the cases Rameses America Mercury v. Prince Rogers Nelson, Dixon/Mercury specifically articulated a mutual agreement of the same kind between Rodney Herachio Dixon and Prince Rogers Nelson. In particular, Rodney Herachio Dixon articulated how Rodney Herachio Dixon and Prince Rogers Nelson did business years before the Tavis Smiley interview took place. Prince continued to conduct his business that way.
- O. During that same interview with Tavis Smiley in the year 1998, Prince Rogers Nelson stated "If there were any statements made by me about not enjoying playing old music it was probably when I was still tied to the contract with Time Warner. Once I got out of the contract I started to reevaluate my trip and I realized that these are like my children. And this upcoming year 1999, we're gonna make a valiant effort to regain ownership of the master recordings. They are, they are a representation of me and they will be all that is left upon my departing of this experience."

P. There are a few major concepts to consider here: (1) He talked about going on a mission

to get ownership of his master recordings. (However, he allegedly died without a will).

(2) He stated that his master recordings are like his children. In fact, he stated that they

are a representation of himself and he mentioned that they would be all that is left upon his death.

Q. Prince Rogers Nelson died on April 21, 2016 and as of that date those children have been left without a father. Did he leave those children with a guardian? Or, did he leave them as orphans? He stated in that same interview with Tavis Smiley in 1998, regarding the

song 'Purple Rain,' "I believe it to be one of my children."

- R. Prince Rogers Nelson further supports this concept in another statement such as "I am music." If Prince is music, and the music he had left when he died is a representation of himself, and that is all that is left upon his departure, then he made his 'will" known on television. The interview was recorded for everyone to see. If this is the way he wanted it to go down it was his legal right. If people think it is kooky or whatever that has never fazed Prince before and it won't faze Rodney Herachio Dixon now.
- S. Prince famously stated in a separate interview regarding the music in his vault. "One day, someone will release them. I don't know that I'll get to release them. There's just so many." He didn't say he didn't know if someone else will get to release them indicating he knew who that someone else was.
- T. Prince therefore stated that "someone" will release them. If he did not purpose for someone specific than his statement can be taken as random selection. This theory would coincide with leaving his intellectual property to probate after being on a single mission to acquire ownership for years. However, a random person would not coincide with everything else Prince did and stated. For example, a person would have to reason that Prince (music) did not leave a will, and therefore after being on a mission to recover his master recordings (music children) he left them to some random person to determine if and how they would be distributed (orphans/probate). And that person would need to drill a hole in the vault to get to them?

- U. Or, someone can reason that he did select "someone" specific and that person would serve like a "guardian" of his "music children." We of course understand his intellectual properties aren't real children and therefore the selected someone isn't a guardian as described in probate law. It is therefore simply an illustration that he had his affairs in order as it related to his intellectual property with someone in particular. The only person to come forward to match the actions and interviews of Prince Rogers Nelson with a legal claim to boot is Rodney Herachio Dixon.
- V. The Definition of Someone An unknown or unspecified person; some person. A person of importance or authority. If opting for random selection the unspecified person would mean that the person is unknown to Prince. To foster that argument would assume that Prince did not leave instructions regarding his intellectual property. However, if opting for the "specific selection" process the unspecified person would be known to Prince but not necessarily known to others. This seems more of a likely scenario as it indicates Prince Rogers Nelson chose someone specific.
- W. Rodney Herachio Dixon believes and asserts that he is that "someone" and that his selection is not random but specific. In accordance to CCP 3541, "void" cannot hold precedence over an interpretation which "gives effect." Therefore the concept that there is a (void) over the concept that Prince was (specific) regarding his intellectual property was specifically viewed by the world in an interview that is consistent with his life (lived in a studio and called himself music). This view of specificity by applying someone specific holds greater precedence for interpretation in accordance with the law than the concept of his intellectual property left void.
- X. 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.
- Y. It is a fact that Prince Rogers Nelson did not specifically name any potential heirs in any will of any kind relating to blood relatives of any kind. Since the intent of Prince Rogers

Nelson regarding the leaving of any monies and/or properties to any family members of any kind is clear from his actions that he did not do so specifically, the State of Minnesota would govern the receipt of heirs regarding any monies and/or properties they might receive only after all other claims are satisfied in the order of priority by law.

Z. Based on the claims made by Rodney Herachio Dixon it is therefore law that the intellectual property at-issue is separate from anything that can be inherited by heirs. The test cannot be constructed on the basis of "impossibilities" and/or "void." Since the intent on the part of Prince Rogers Nelson against the claims made by Rodney Herachio Dixon cannot be argued without proof to the contradictive position, the respondents are left with the challenge of submitting proof under the law that Prince had a different intent. Rodney Herachio Dixon therefore believes he is the only person with any form of claim that represents all of the elements of the legal codes specified in this declaration in accordance with laws in the State of Minnesota, State of California, and United State of America in addition to words and actions on the parts of Rodney Herachio Dixon and Prince Rogers Nelson.

CONCLUSION

I, Rodney H. Dixon, have filed a claim for the recovery of the terms of a contract against the Estate of Prince Rogers Nelson. In particular, \$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. These claims are brought forth in accordance with Minnesota Laws Section 524.8 and Section 524.7. I further assert that Prince Rogers Nelson did not bequeath any monies and/or properties of any kind to any heirs in accordance to Minnesota Law Section 524.27. In fact, in

1	accordance to Minnesota Law, Prince Rogers Nelson did not need a "will" to pass along
2	ownership to any parts of his estate.
3	I, Rodney H. Dixon is considered by law an Interested Person under Section 524.32 and has filed
4 5	this Petition in accordance with Section 524.40.
6	I, Rodney Herachio Dixon have filed this Petition for the relief of \$1 billion and also the sole and
7	exclusive ownership of the intellectual properties held by Prince Rogers Nelson at his time of
8	death by mutual agreement between Rodney Herachio Dixon and Prince Rogers Nelson.
9	I, Rodney H. Dixon believe and assert that Prince Rogers Nelson and I entered into an Implied-
10 11	In-Fact Contract that is construed in the manner of specificity described in the famous Desny
12	case which constitutes the Extra Elements needed to coincide with CCP Sec. 1619, CCP Sec.
13	1620, CCP Sec. 1621, and CCP Sec. 1622.
14	I, Rodney H. Dixon believe and assert that a "meeting of the minds" was established with Prince
15	Rogers Nelson based on the elements described in CCP Sec. 3509, CCP Sec. 3519, CCP Sec.
16 17	3521, CCP Sec. 3522, CCP Sec. 3528, CCP Sec. 3529, CCP Sec. 3531, CCP Sec. 3541, and
18	CCP Sec. 3545.
19	PRAYER FOR RECOVERY
20	I, Rodney Herachio Dixon, do hereby petition the court to grant recovery of \$1 Billion and also
21	
22	the receipt of the sole and exclusive ownership of all intellectual properties owned and controlled
23	by Prince Rogers Nelson with full compliance from the Estate of Prince Rogers Nelson, et al.,
24	including but not limited to all property from the vault effective as soon as these claims can be
25	heard
26	VERIFICATION
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1	I, Rodney Herachio Dixon, declare, I am the Petitioner in the above-entitled matter. I have read
2	the foregoing Declaration in Support of Petition, Demand for Notice and Recovery of Rodney H
3	Dixon and know the contents thereof. The same is true of my own knowledge, except as to those
4 5	matters which are therein stated on information and belief, and, as to those matters, I believe it to
6	be true.
7	Executed on May 9. 2016, at Riverside County, California.
8	
9	I declare under penalty of perjury that the foregoing is true and correct.
10	Dated: May 9, 2016
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12	RODNEY H. DIXON
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EXHIBIT R

How Prince helped launch the #YesWeCode initiative after the Trayvon Martin verdict

CNN commentator Van Jones shared an emotional story on the Dr. Drew Show about his relationship with Prince and how the two started working together on the #YesWeCode initiative.

Jones elaborated on Prince's involvement at the 20th Anniversary Essence Festival in 2014 where the initiative was launched. On stage Jones shared the story of how Prince was inspired not just to bring awareness to a cause, but create an project that would bring an opportunity for men and women to find success in the tech industry.

"After the Trayvon Martin verdict I was talking to Prince and he said, 'You know, every time people see a young black man wearing a hoodie, they think, he's a thug. But if they see a young white guy wearing a hoodie they think, oh that might be Mark Zuckerberg. That might be a dot-com billionaire.'"

"I said, 'Well, yeah, Prince that's true but that's because of racism.' And he said, 'No, it's because we have not produced enough black Mark Zuckerbergs. That's on us. That's on us. To deal with what we're not doing to get our young people prepared to be a part of this new information economy."

In the wake of his death, those within the company have expressed their grief but also gratitude. There's a page on their website that simply says, "Thank You, Prince." And delivers the following message:

"#YesWeCode would like to honor Prince and thank him for his inspired vision for #YesWeCode. Prince's commitment to ensuring young people of color have a voice in the tech sector continues to impact the lives of future visionaries creating the tech of tomorrow."

EXHIBIT S

STATE OF MINNESOTA

PILED

DISTRICT COURT
PROBATE DIVISION
FIRST JUDICIAL DISTRICT

COUNTY OF CARVER

in Re the Estate of:

APR 28 2016

Court File No. 10-PR-16-46

CARVER COUNTY COURTS

ORDER REGARDING MAY 2, 2016
HEARING AND FUTURE HEARINGS

Decedent.

Prince Rogers Nelson,

The above-entitled matter came before the Court on April 27, 2016, pursuant to the Petition for Formal Appointment of Special Administrator, signed by Petitioner Tyka Nelson. The matter was heard informally via conference call on an emergency basis because not all interested parties could be notified of the Petition. Two of the Decedent's siblings were able to participate in the conference call. At the conclusion of the conference call, the matter was set for a formal hearing on the Petition for the Appointment of a Special Administrator on May 2, 2016 at 8:30 am. As of the conference call on April 27, 2016, several individuals identified in the Petition as heirs had not been notified of these proceedings and the hearing scheduled for May 2, 2016.

Purpose of the hearing: A Petition has been filed for the Formal Appointment of a Special Administrator and the Court has granted that Petition on an emergency basis. Not all of those persons identified as potential heirs of the estate could be notified of the emergency hearing. The hearing scheduled for May 2, 2016 is for the purpose of the Court identifying the potential heirs of the estate so that they have an opportunity to be heard, receiving additional information about the propriety of appointing a special administrator, determining whether the proposed special administrator should be appointed, and whether the Court should confirm its Order of April 27, 2016.

Audio or video recording equipment in the Courtroom: Several media outlets have requested permission to have audio or video recording equipment in the courtroom pursuant to Rule 4 of the Minnesota General Rules of Practice for the District Courts.

The general rule regarding the allowance of audio or video recording equipment in courtrooms in the Minnesota District Courts is set forth in Rule 4.01 of the Minnesota General Rules of Practice for the District Courts:

Rule 4.01 General Rule. Except as set forth in this rule, no pictures or voice recordings, except the recording made as the official court record, shall be taken in any courtroom, area of a courthouse where courtrooms are located, or other area designated by order of the chief judge made available in the office of the court administrator in the county, during a trial or hearing, or in connection with any kind of grand jury proceeding.

Rule 4.03 of the Minnesota General Rules of Practice for the District Courts governs the use of audio or video recording equipment in the courtroom during civil proceedings. It provides that, unless the notice requirement is waived by the judge, the media shall provide the Court, counsel and the parties with notice of their request to have audio or video recording equipment in the courtroom at least 10 days before the commencement of the proceeding. Rule 4.03 provides the parties the opportunity to object to the audio or video recording of a proceeding. After considering the objections of the parties, if any, the presiding judge then has the discretion to allow or disallow the use of audio or video recording equipment in the courtroom.

Attendance of the media or the public at any hearing in these proceedings. Carver County has limited space for the media and the public to attend hearings in the Judicial Center. Space in the courtroom will first be made available to the parties and their legal counsel. The Court may provide space to other persons necessary for properly conducting a hearing. Additional space in the courtroom shall be made available to members of the media or the public on a first-come, first-serve basis unless otherwise ordered by the Court.

IT IS ORDERED:

- 1. Audio or video recording equipment shall not be allowed the courtroom for the hearing scheduled for May 2, 2016 at 8:30 a.m. The Court specifically concludes that several of the potential heirs have not, to the Court's knowledge, been located or served with the Petition. This effort is ongoing. The media is unable to give the Court 10 days' notice of their request to use audio or video recording equipment in the courtroom, and the Court has not been able to give all parties who may be appearing the opportunity to state any objection to the recording of the proceedings. No audio or video recording equipment shall be allowed in any area of the courthouse where courtrooms are located unless permitted by the Carver County Sheriff's Department, the State Court Administrator's Court Administration Office, or the Carver County Court Administrator.
- 2. The Court reserves ruling on the allowance of audio or video recording equipment in the courtroom for future hearings that may be scheduled in this proceeding.
- 3. All electronic devices in the courtroom such as phones, tablets or laptops shall be powered off and shall not be set to silent mode. Any violation of this Order shall result in the confiscation of the electronic device. All electronic devices shall be stored in a pocket, a purse, a brief case, or other bag or case, if possible.
- 4. Members of the media and of the public shall be allowed to attend the court hearing scheduled for May 2, 2016 at 8:30 a.m., and future hearings in this proceeding unless otherwise determined by the Court. Attendance shall be conditioned upon the members of the media and of the public following the direction of the Carver County Sheriff's

Department regarding waiting in designated areas, using audio or video recording devices as directed by the Sheriff and the Court, submission to required entrance screening or other lawful directives.

Date: April 28, 2016

Kevin W. Eide

BY THE COURT:

Judge of District Court

STATE OF MINNESOTA

COUNTY OF CARVER

FILED

FIRST JUDICIAL DISTRICT
DISTRICT COURT
PROBATE DIVISION

MAY 1 0 2016

Court File No. 10-PR-16-46

Estate of

Prince Rogers Nelson, Decedent CARVER COUNTY COURTS

AMENDED NOTICE OF FORMAL
APPOINTMENT OF SPECIAL
ADMINISTRATOR
AND NOTICE TO CREDITORS (INTESTATE)

Notice is given that Bremer Trust, National Association, whose address is 1100 West St. Germain Street, St. Cloud, Minnesota 56301, was formally appointed as Special Administrator of the above-entitled estate on an emergency basis by order dated and filed April 26, 2016. Following a hearing on May 2, 2016, this Court confirmed the appointment of the Special Administrator.

Any objections to the appointment of the Special Administrator must be filed with this Court and will be heard by the Court after filing an appropriate petition and proper notice of the hearing.

Notice is also given that (subject to Minn. Stat. 524.3-801) all creditors having claims against the Estate are required to present the claims to the Special Administrator or to the Court Administrator within four months after the date of this Notice or the claims will be barred.

Dated: May 10, 2016

(COURT SEAL)

BY THE COURT

Kevin W. Eide

Judge of District court

Attorney for Special Administrator

Laura E. Krishnan (#311698)

Natasha A. Robertson (#0395590)

Stinson Leonard Street, LLP

150 South Fifth Street, Suite 2300

Minneapolis, MN, 55402

Telephone: (612) 335-1500

FAX: (612) 335-1657

Email: laura.krishnan@stinson.com;

natasha.robertson@stinson.com

EXHIBIT T

State of Minnesota Carver County District Court
First District
Court File Number: 10-PR-16-46

Case Type: Special Administration

Notice of Filing Order

RODNEY H DIXON 19635 TROON CT MURRIETA CA 92563

In re the Estate of Prince Rogers Nelson, Deceased

You are notified that on May 18, 2016 the following was filed:

Order-Other

Dated: May 18, 2016

Kristen Trebil-Halbersma Court Administrator Carver County District Court 604 East Fourth Street Chaska Minnesota 55318 952-361-1420

cc: MATTHEW JOSEPH SHEA
LAURA ELLEN KRISHNAN
JUSTIN ANDREW BRUNTJEN
KENNETH J ABDO
SALLY FORBES FRIEDMAN
CAMERON MONTGOMERY
PARKHURST
PAUL FREDERICK SHOEMAKER
JENNIFER S SANTINI

A true and correct copy of this notice has been served pursuant to Minnesota Rules of Civil Procedure, Rule 77.04.

Notice of Filing of Order Revised: 09/2013

IT IS HEREBY ORDERED:

1. The Special Administrator is authorized to employ subpoenas pursuant to Minn. R.

Civ. P. 45, as well as the discovery means addressed by Minn. R. Civ. P. 26-37.

See Minn. Stat. § 524.1-304.

2. This Special Administrator is also authorized to utilize interstate depositions and

discovery, including requesting the issuance of subpoenas pursuant to the authority

of courts in jurisdictions outside of Minnesota, with this Order serving as the

Court's authorization of the Special Administrator to seek appropriate legal process

in other jurisdictions for the purposes discussed above.

To the extent notice to all parties is required, see, e.g., Minn. R. Civ. P. 45.01(e), the Special

Administrator shall provide notice to the interested persons, including those entitled to notice

pursuant to Minn. Stat. § 524.3-204.

Dated: May 18, 2016

Kevin W. Eide

Judge of District Court

EXHIBIT U

Prince Was Not 'Biracial.' He Loved His Blackness—and Yours

The New York Times labeled the late music legend 'biracial,' while U.K.'s The Independent called him 'mixed-race.' No, Prince was black, and damn proud of it.

Prince was a black artist.

Since the visionary musician's death on April 21, there have been <u>countless</u> <u>tributes</u> in countless formats, scholars, critics, and fans appraising his legacy, and a general outpouring of grief and love for the man who gave us decades of timeless music and expression. But there has also been a bit of revisionism, as Prince's sometimes-cloudy racial identity became a topic of debate after <u>numerous outlets</u>—including <u>The New York Times</u>—declared Prince Rogers Nelson to be a biracial entertainer.

He was even listed <u>in a children's book</u>, *Biographies of Biracial Achievers*. So it apparently needs to be re-emphasized.

Prince was a black artist.

Prince's hit movie <u>Purple Rain</u> famously depicted his character The Kid as the conflicted son of a dysfunctional, mixed-race couple. The film is iconic and shapes many people's perceptions of Prince's persona. But it is wholly fictional. While they both have various ethnicities in their family backgrounds, John L. Nelson and Mattie Shaw were both black.

"I didn't write [the film] *Purple Rain*," Prince said in <u>a 1985 interview</u>. "Someone else did. And it was a story—a fictional story—and should be perceived that way."

Regardless of that movie's ubiquity, it's careless and callous to suddenly turn Prince into a biracial icon; his blackness and what he means to black folks is a defining facet of his legacy as an artist. He was the musical heir to legends like Little Richard, James Brown, and Sly Stone—and also a student of The Staple Singers, Thom Bell and Linda Creed, the Meters, and Rufus. He deconstructed black music and reshaped it in his own, replacing the horn sections of preceding funk standards with synth hits and mastering drum programming when it was still considered novel—pushing funk and the next generation of dance music closer together. He did all of this before John Mellencamp fans ever knew his name.

Prince was also recognized fairly early as someone who was reshaping perceptions of black culture and black manhood.

"Prince has brought a boldness out of black entertainers again," Alexander O'Neal toldRolling Stone in 1983. "Jimi Hendrix and Little Richard—they always dressed bizarre. Now Prince is doing it in a new era. He's making a lot of entertainers wake up to things. You're making a statement in life. It's all about being your own self. Like Prince says, 'It's all about being free.'"

Early on, Prince seemed committed to promoting his music as the result of myriad influences and as a way for people to see past the binary of race in America. "There was a lot of pressure from my ex-buddies in other bands not to have white members in the band," Prince <u>said in the mid-'8os</u>. "But I always wanted a band that was black and white. Half the musicians I knew only listened to one type of music. That wasn't good enough for me."

There was an eagerness to declare Prince as something outside of blackness. Even in acknowledging his boldness, white rock critics tended to downplay the funk lineage from whence he'd come. And beyond that, there were always those who insisted that he was of directly mixed heritage. An early *Rolling Stone* interview erroneously claimed Prince to be "the son of a half-black father and an Italian mother" and he became a hero to many biracial kids because of his image and success. It's something that has lingered in the collective consciousness of casual fans.

The seemingly rose-colored idealism behind statements like Prince's regarding his multiracial band was and is often praised by critics and fans wanting to celebrate an iconic black artist who they feel "transcended race," but blackness is not something to transcend—white supremacy is something to overcome. And Prince repeatedly and consistently flew in the face of white supremacy.

Prince never behaved like he was desperate to be validated by critics or even fans; and he embraced that defiant ethos even as his generation of black artists were becoming mainstream crossover superstars at an unprecedented level. Prince emerged from the world of R&B and electro funk and embraced New Wave, hard rock, and dance pop as he transformed into a pop superstar. But as soon as he reached the pinnacle of commercial visibility, Prince began deconstructing the sound that got him there. As critics and record buyers dissected and dismissed *Purple Rain* follow-up like *Around the World In A Day*, Prince was proving that he was not going to be imprisoned by anyone's expectations but his own. In doing so, he asserted himself as a black artist who wasn't going to pander to anyone.

He never worshiped at the established rock hierarchy's altar. An obviously gifted guitarist, Prince would often downplay connections to the *Rolling Stone*-approved rock gods of the '60s and '70s—even Jimi Hendrix. Prince

once cited Santana as a bigger influence because "Santana played prettier." Prince's adoration of Hendrix is well-established, but lazy analogies—mostly fueled by white rock writers comparing the two artists simply because they were both black guys famous for rock guitar—weren't something he was comfortable with. "It's only because he's black," Prince told *Rolling Stone* in 1985. "That's really the only thing we have in common. He plays different guitar than I do. If they really listened to my stuff, they'd hear more of a Santana influence than Jimi Hendrix."

Prince once bristled at being compared to Led Zeppelin. "Jimmy Page was cool," Prince told MOJO, "but he couldn't keep a sequence without John Bonham behind him." When critics compared *Around the World In A Day* to the Beatles, Prince said to *Rolling Stone*: "The influence wasn't the Beatles. They were great for what they did, but I don't know how that would hang today."

Friendships with guys like Ronnie Wood notwithstanding, when Prince tipped his hat to the rock generation that preceded him, it was more often than not to celebrate women—he was famously enamored with Joni Mitchell's music and artistry and he collaborated with Stevie Nicks. He wasn't interested in being embraced by rock's boys club. He didn't feel the need to defer to the McCartneys or Claptons in order to gain anyone's approval.

Conversely, if he was coy about treating white classic rockers as any sort of musical standard, he was adamant about making sure the black artists who shaped him were always recognized and mentioned. "James Brown played a big influence in my style. When I was about 10 years old, my stepdad put me on stage with him, and I danced a little bit until the bodyguard took me off," he said. He studied (and would eventually play alongside) Sly Stone bassist

Larry Graham. When asked about Michael Jackson's death in 2009, Prince told *Le Monde* that "It is always sad to lose someone you loved."

And, having witnessed firsthand how quickly a superstar can go from praised to ridiculed, he was frank about the standards black artists were often held to.

"Didn't you know that black people don't get a second chance?" Prince asked in <u>a 2014 interview</u> with *MOJO*.

"It's like Chris Rock said: Leonardo DiCaprio can make one bad movie after another, and he just keeps going. Chris Rock makes a bad movie, and he doesn't work again. Black people aren't allowed to make mistakes."

Battling with Warner Bros. <u>for control of his releases</u>—and drawing attention to the battle by scrawling "SLAVE" on his face—deliberately evoked the music industry's heinous history regarding black artists, in particular. Countless stars fell victim to standards and practices that were designed explicitly to rip them off, and Prince publicly pointing the finger helped him to both control the narrative and to hold Warner Bros.'s feet to the fire. Predecessors like Sly Stone lost so much financially and had no say in how their songs were distributed and published; Prince's fight felt like a fight against history repeating itself. "If you don't own your masters, your master owns you," he'd famously said.

"The first step I have taken towards the ultimate goal of emancipation from the chains that bind me to Warner Bros. was to change my name from Prince to [the Love Symbol]," he declared in 1993. "Prince is the name that my Mother gave me at birth. Warner Bros. took the name, trademarked it, and used it as the main marketing tool to promote all of the music that I wrote. The company owns the name Prince and all related music marketed under Prince. I became merely a pawn used to produce more money for Warner Bros."

In the 2000s, he became a vocal critic of the War on Terror and often voiced his support of black activism and black causes.

"We live in a real xenophobic place," he told the *Telegraph* in 2004, at the height of George W. Bush's administration and the War in Iraq. "They talk about all these terrorists. But I didn't feel no terror until the media told me to feel it. Who am I supposed to be feeling terrified of?"

Prince's history with race could be complicated; his early interviews indicate that he was uncomfortable with constantly having to explain his ethnicity (and sexuality, for that matter) and was stifled by commentators' need to compartmentalize his music. The leading women both in his life and onscreen tended to be fairer-skinned and ethnically ambiguous—almost female reflections of him. But there was no question that Prince embraced blackness.

"Albums, like books and black lives, still matter," Prince famously stated at the 2015 Grammys. That same year he wrote the song "Baltimore" in tribute to Freddie Gray and the aftermath of his killing by that city's police.

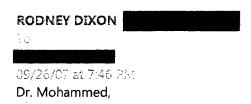
This week, CNN commentator Van Jones spoke about the iconic artist, who'd become one of his closest friends. Jones revealed that Prince was a fan of ancient Egyptian artwork and pan-African scholar John Henrik Clarke. Jones also shared that the 2012 killing of Trayvon Martin had galvanized the entertainer to help empower young black minds. "We started Yes We Code because of Trayvon Martin," Jones explained. "Prince said, 'No, listen. A black kid wearing a hoodie might be seen as a thug; a white kid wearing a hoodie might be seen as a Silicon Valley genius. Let's teach the Black kids how to be like Mark Zuckerberg.' Out of that observation, we built a whole organization."

Prince was black. His blackness informed his art. In some ways, he represented the most unapologetic of black entertainers. Like Miles Davis, he forced you to hear and see his art through his lens; he wasn't about to conform

to yours. If you're going to honor him or even acknowledge him, do it in a way that doesn't undermine that. Prince made it clear that he wasn't going to be defined by anyone else's agenda.

"One thing I'd like to say is that I don't live in a prison," he declared in 1985. "I am not afraid of anything."

EXHIBIT V



Per our conversation, I am sending this email to point out some of the things we can do together and to give some insight into what I believe the Warner Brothers / Abu Dhabi deal does for this situation.

- 1. The Warner Brothers / Abu Dhabi is based on real estate which includes cinemas, theme parks, etc.
- 2. The WB / AD deal also includes Entertainment that is to be featured in theaters, at theme parks, stores, video games, and new media.

These are great things for both WB and AD however they are different from what it is I am creating.

- A. Although what I have is also Interactive / New Media, the Entertainment aspect of it is limited compared to my entire scope. As stated by Warner Brothers executives "Rodney your overall scope is far larger than Warner Brothers."
- B. Because of the unlimited nature of my Suites a company as large as Warner Brothers could fit inside just One Suite.
- C. WB / AD entire situation could be put into One Suite, Two Suites or a few Suites.
- D. Warner Brothers is partnering with AD primarily for the expansion of Trademark and Product such as movies, DVDs and characters. The characters are a large part of there theme parks, hotel concepts, etc.
- E. I believe this partnership with AD is best suited for Tourism and is not necessarily a move that is going to excite a bunch of people from the Middle East itself except through potential stock purchase, but will work well for Tourism in terms of actual income. The programs WB showcase aren't a monopoly in the States so it is very doubtful they will do so in the Gulf Region. In my opinion it is a plan to gain Stock Money quick. I would be afraid of the later stage with such a huge investment it is going to take. But if it is the only game in town in Abu Dhabi it will do well. Great move for WB. Sheikh Mohammed Bin Rashid on the other hand went with our theory to create Dubailand and does not have to pay out so much in royalties for old characters. Overall it is a great strategic move for Abu Dhabi to make some noise.
- F. Because of the scope of my program Online I am not limited to Warner Brothers but can include all of the entertainment companies in the world. Entertainment is a limited concept to my package however as my program is rich in actual business and the entertainers themselves are business people that draw people to our situation regardless of a show. Entertainment companies want to share in my income stream. They see the superiority of Google, and Yahoo compared to the movies and television world. I put them all together unlike ever.
- G. The business aspects of my Web Portal, which is where Warner Brothers does not want to venture themselves, is Global and not just suited for a single location such as Abu Dhabi. Thus, unlike the Real Estate aspect of the Warner Deal situated in Abu Dhabi my Cyber Real Estate encompasses the entire World and also businesses worldwide participate. It just so happens we are launching it from the Middle

East and that is to add the level of prestige to be showcased in America among the entertainers and more. For us the Middle East is a marketing strategy to gain world revenue rather than needing to world to come to one physical location to make money.

- H. There are a myriad of advantages we have and Warner Brothers has expressed the understanding of this truth. Therefore the Warner Abu Dhabi deals helps us tremendously. However the deal does mean we cannot waste time and should capitalize on the momentum created by Warner Brothers and Abu Dhabi at once. I have a big meeting on Wednesday with a Entertainment Company in the States. Again, the deal with WB does not rule out they may also be featured on our site. If they won't it is not that big of a deal. If you look at my proposal you already have in possession you will see that I go into detail regarding companies and how the companies themselves cannot gain celebrity status and thus influence any one directly. WB is at a point where it needs to find companies that will help them market old product and new. They have over 40,000 hours of old product. The States do not want this old product and the world does not want this old product. If you look at the deal closely with WB / AD it is regarding old characters that were created 50-100 years ago in many instances. This approach failed Online and in the States. The era in America has changed and so has the world. That is why companies like You Tube and MySpace were bought by Entertainment Companies for a billion or more.
- I. I believe the WB deal is good for our situation however because they are not physically going to be ready to go until 2009-2010. By then we should already be the top new media company in the world. The key is making sure we get the right VIPs on the team immediately. That is the key to go with a new and fresh innovative approach to global business domination. The WB / AD situation does not help Middle East business people gain except through stock. But the companies they run or want to launch gains nothing. We are able to globalize individuals and businesses from the Middle East and the whole world. We also can make celebrities out of many of them and especially the VIPs. Look at my package regarding Canada and how the Cyber World of Canada makes more money than physical tourism of Canada. WB is using their name and that is a good thing. But everyone in that situation will have to invest billions before they make a dime. The situation we are creating is a Cash Cow. As far as Content is concerned, which is what Warner Brothers is about since they no longer dominate distribution because of the World Wide Web, hours of past programs is not a big deal as much as what are you creating now. You Tube has proven to do more than traditional entertainment companies because of giving more people a chance. People were tired of seeing the same people over and over again. People were starving for fresh faces. Perhaps WB feels the Middle East will see these old people as fresh faces. But the new era is here and it is very strategic how you market and what you market. Marketing the right situation and the right time is everything now. We have that situation and the time is now. Remember, WB for us was just a name credibility situation and not anything else. That is why they were never approached to be a major player in my situation but to be a featured situation on a major format. Again, the agreed my scope was far larger than their entire company. Because of what we are doing the entertainment side of things is limited and the VIPs hold a lot more weight than an entertainment company. Also, in terms of entertainment content WB and a host of others have it by the tons. For WB it is the hotels and theme parks that are the biggest deal as I see it. Selling WB products at those locations will help them find a tourist audience and render profits. Back to our costs - very, very small compared to billions of potential profits.
- J. As far as the relationship between you and I. I believe the best strategy is to have a business management team for the Middle East. This needs to happen on a long term basis whereas the Middle East team will work closely with the American team. All of the business in the Middle East will be managed by your company. The American company I am meeting with next week will help me clarify the role more specific. But an ongoing management relationship is the focus and no matter what I have the authority to

appoint my own management team. Here is a big secret I have explained in my package. If a big entertainment company was so influential than they would not be losing billions by the year. Companies like Google and Yahoo are killing them. But the trend has nothing to do with the company but everything about individuals. The key is how well do you effectively market the individuals and how much flavor do those individuals bring to the marketing table. This is where it is right now. In order for the next generation to embrace you there has to be a connectivity to the heart of youth by understanding how they are and where they are. This is why WB and many of the rest of them are struggling and start-ups everywhere are taking market share by the hand fulls. This is what we are going to do as long as we work hard and don't waste time.

K. In regards to Faisal I don't know where he is mentally. He doesn't understand what is going on and I'm sure after he hears about the news today he will be puzzled greatly. What one needs to understand is that I brought a concept to the Middle East before WB had a deal done with AD. The deal they have done with AD is still behind my concept. But people like Faisal say "I have an idea." I cannot afford to wait around for people that don't see the billions on the table. I respect Faisal but he doesn't have the vision and I'm afraid if I bring power players to the table with him in the situation he could hurt my positioning and the overall deal. Thus I am dealing with people a lot more powerful in the proper entertainment arena. I am meeting with a group next week with the understand of everything I have put together in the Middle East. This includes your organization as my business management team. If Faisal was to come to the table now with the right understanding and vision of what this level really is I would welcome his participation. But so far he undermines the value and has limited vision regarding the true promise of its financial and social potential.

At the end of the day the WB / AD deal gives us plenty of power right now if we move quickly, decisively, and with the proper VIPs on board. Thanks.

Rodney H. Dixon STREET LEGEND ENTERPRISES LLC 365 E. Avenida De Los Arboles, Suite 311 Thousand Oaks, California 91360

www.sird.net

EXHIBIT W

Brett Icahn

To

RODNEY DIXON

10/05/07 at 10:09 AM

Rodney, if you get the kickback message again, let me know and forward it to

From: RODNEY DIXON

Sent: Thursday, October 04, 2007 11:14 PM

To: Brett Icahn

Subject: rodney dixon

Brett,

Here are two files that would not fit with the other attachments. Thanks.

Rodney H. Dixon STREET LEGEND ENTERPRISES LLC 365 E. Avenida De Los Arboles, Suite 311 Thousand Oaks, California 91360

www.slrd.net

Reply, Reply All or Forward | More

Brett Icahn

To **RODNEY DIXON** 10/05/07 at 11:27 AM

I read you plan. Call me when you're free

Rodney H. Dixon STREET LEGEND ENTERPRISES LLC 365 E. Avenida De Los Arboles, Suite 311 Thousand Oaks, California 91360

www.sird.net

EXHIBIT X

How Prince helped launch the #YesWeCode initiative after the Trayvon Martin verdict

CNN commentator Van Jones shared an emotional story on the Dr. Drew Show about his relationship with Prince and how the two started working together on the #YesWeCode initiative.

Jones elaborated on Prince's involvement at the 20th Anniversary Essence Festival in 2014 where the initiative was launched. On stage Jones shared the story of how Prince was inspired not just to bring awareness to a cause, but create an project that would bring an opportunity for men and women to find success in the tech industry.

"After the Trayvon Martin verdict I was talking to Prince and he said, 'You know, every time people see a young black man wearing a hoodie, they think, he's a thug. But if they see a young white guy wearing a hoodie they think, oh that might be Mark Zuckerberg. That might be a dot-com billionaire."

"I said, 'Well, yeah, Prince that's true but that's because of racism.' And he said, 'No, it's because we have not produced enough black Mark Zuckerbergs. That's on us. That's on us. To deal with what we're not doing to get our young people prepared to be a part of this new information economy.'"

In the wake of his death, those within the company have expressed their grief but also gratitude. There's a page on their website that simply says, "Thank You, Prince." And delivers the following message:

"#YesWeCode would like to honor Prince and thank him for his inspired vision for #YesWeCode. Prince's commitment to ensuring young people of color have a voice in the tech sector continues to impact the lives of future visionaries creating the tech of tomorrow."

EXHIBIT Y

STATE OF MINNESOTA

COUNTY OF CARVER

FIRST JUDICIAL DISTRICT
DISTRICT COURT
PROBATE DIVISION

Court File No. 10-PR-16-46

Estate of

NOTICE OF DISALLOWANCE OF CLAIM

Prince Rogers Nelson, Decedent

TO: Rodney H. Dixon, 29635 Troon Court, Murrieta, CA 92563.

Your claim which asserts, among other things, ownership of all intellectual properties of decedent and a debt in the amount of \$1,000,000,000.000, presented on April 27, 2016, is disallowed in its entirety because the claim has no basis in law or fact.

Your claim will be barred unless you file a petition for allowance with the Court or commence a proceeding against the Special Administrator not later than two months after the mailing of this notice to you.

Dated: 6/2/16

Laura E. Krishnan, Attorney for

Special Administrator

Attorney for Personal Representative

Laura E. Krishnan (311698)

Natasha A. Robertson (395590)

Stinson Leonard Street LLP

150 South Fifth Street, Suite 2300

Minneapolis, MN 55404

Telephone: (613) 335-1500

FAX: (612) 335-1657

Email: laura.krishnan@stinson.com;

natasha.robertson@stinson.com

NOTE: You cannot use this form to allow claims: (1) in excess of \$3,000 for personal services by an individual to the Decedent; (2) by the Personal Representative which arose before Decedent's death; or (3) in which the Personal Representative has an interest in excess of \$3,000. You must follow the procedures in Minnesota Statutes section 524.3-806(b).

For contingent or unliquidated claims, the Personal Representative can extend the two-month time period under Minnesota Statutes section 524.3-804(3).

EXHIBIT Z

The Exodus Has Begun Lyrics

Have mercy, uh
The exodus has begun (the exodus has begun!)
Have mercy, uh
The exodus has begun
Now these are the names of the new power generation
(these are the names)
The funkiest suckers of the new gold nation
Polyvinyl acetate, new power soul
Guaranteed 2 stick 2 the roof of your oldsmobile

Chorus:

Long live the new power!
Have mercy
Generation after generation, the soul will never die (the exodus has begun)
Long live the new power!
Have mercy
We don't cry, we don't die, we just multiply

Polyvinyl acetate, new power soul (mercy)
The exodus has begun
These are the names of the children of the sun
Pumpin' the love sign in the days of wild
Tearin' shit up with a vengeance and still they smile (still they smile)
Though their lives were made bitter with hard labor and no pay
These are the children that will come 2 save the day
(these are the children)
The exodus has begun
Have mercy

Chorus

La da da da, da da daaa (u ain't gonna hurt me) Sho do do do do doo (have mercy) La da da da, da da daaa (u ain't gonna hurt me) Have mercy

(behold)

Behold the children of the new power Are more and mightier than u (mighty, mighty) U that have scorned and held back the inevitable
Must now come 2 grips with the truth
(all that is good in the eyes of heaven)
All that is good in the eyes of heaven
Will rebuke your powder monkey ways
(have mercy, mercy, mercy)
And let that same heaven have mercy
When the wrath of the sun knocks upon your gate

Have mercy
The exodus has begun
(new... new power!)
Uh, brothers and sisters
(stop me if u want, it's between u and me)
The exodus has begun
Uh (new power!)

Just...
Just cause...
Just cause it's... (have mercy)
Just cause it's nasty..
Just cause it's nasty it don't..
Just cause it's nasty it don't mean..
Just cause it's nasty it don't mean a.. {loop}
Just cause it's nasty it don't mean a thing

All that is good is nasty
All that is good, all that is good (have mercy)
All that is good in heaven (the exodus has begun)
All that is good, all that is good (have mercy)
All that is good in heaven (the exodus has begun)

Long live the new power! (long live)
Have mercy
Generation after generation, the soul will never die
The exodus has begun
Long live the new power! (long live)
Have mercy (live a little while)
We don't cry, we don't die, we just multiply

Spatch cocks in black face offer us pennies (offer us pennies) When it's millions and millions upon millions they reap (when it's millions, when it's millions)

How in the world can we call ourselves equal When their wages outweigh

When their wages outweigh the time that they keep?

And if they stood up and behaved like the humans they're supposed 2 As opposed 2 the way they are not
Then this new power soul would not be so soulful
(then this new power soul would not be soulful)
And the water they're in would not be so hot
(and the water would not be so hot)
The exodus has begun (the exodus has begun!)

Have mercy Uh (the exodus has begun!) The exodus has begun Now sing

Long live the new power!
(long live a new power where all that is good in heaven)
Brothers and sisters
Long live the new power!
(the exodus has begun!) (have mercy!)
(long live a new power where, where... mercy!)

Come on
(the exodus has begun!) uh
(long live) have mercy
Play ----- (the exodus has begun!) uh
(new power) have mercy
(long live the new power!) yes ------ yes
The exodus has begun!
(generation after generation, the soul will never die) have mercy
(long live the new power!) yes -----, yes
The exodus has begun!
(we don't cry, we don't die, we just multiply) have mercy

La da da da, da da daaa (yes -----, yes) Sho do do do do doo (have mercy) uh La da da da, da da daaa (yes -----, yes) (new power) have mercy

Oh yeah, u can sing
But what the ---- are u complainin' about baby?
Oh yeah, I will read your big ass
'cause I think u're thinkin' about readin' me
And when the people ask u everywhere
Is that really all your hair?
Tell'em u don't tell a lie
Bald-headed son of a ------' housefly

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And like george said (what?)
 Get satisfied
 Let's get satisfied, let's get satisfied
 (ha, ha, ha, ha, ha, ha...)
 La da da da, da da daaa
 Sho do do do do (new power!) (have mercy)
 La da da da, da da daaa
 (long live the new power!) whoo, yeah, yeah
 (stop me now)
 Stop this ----- like we intend 2 finish, yeah
 (new power!) (have mercy)
 Mercy
 (long live the new power!) a new power
 (the exodus has begun!) (have mercy)
 (generation after generation, the soul will never die) oh, yeah
(long live the new power!)
---, y'all can't --- with me (the exodus has begun!)
(we don't cry, we don't die, we just multiply)
La da da da, da da daaa (the exodus has begun!) oh, oh
(new power!) (have mercy) oh
La da da da, da da daaa (the exodus has begun!) oh, oh
{refrain repeats in bg}
(wait a minute, let me check my messages)
Spatch cocks in black face offers us pennies
When there's millions and millions that they reap
Millions and millions that they reap
What the ---- is that about?
What the ---- is that about?
What the ---- is that shit about?
We don't play that ----' shit!
U think we got a ----- joystick up our --- or somethin'?
---- that!
I don't know what u thinkin' about
But the exodus has begun ----!
(new power!)
The exodus has begun
U ain't gonna hear that ---- nowhere else
Ha, ha, ha
This ---- is dedicated 2 the memory of his royal badness
I know his name, that ----- prince
Rest in peace nigga!
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