

State of Minnesota

District Court

County

Carver County

Judicial District:

Court File Number:

10-PR-16-46

Case Type:

In the Matter of the Estate of:

Prince Rogers Nelson

(Full Name)

Decedent

WRITTEN STATEMENT OF CLAIM

FILED

NOV 08 2016

STATE OF MINNESOTA

CARVER COUNTY COURTS

COUNTY OF

Carver

SS

1. My name is: Xavier A. Powell and I have a valid claim against this estate.

2. My address and telephone number are: P.O. Box 83561  
Los Angeles, CA 90083

3. The Estate is or will become indebted to me in the amount of \$ 1,197,729.750 <sup>00</sup>

4. The nature of the claim is: Unpaid Internship Primary  
Beneficiary Seven Causes of Action to  
include Fraud and Intentional Deceit,  
Wrongful Interference, Misappropriation of Trade Secrets and  
Unjust Enrichment

5. The claim arose  prior to the death of the Decedent on or about \_\_\_\_\_  
or  after the death of the Decedent, on or about June 16, 2016

6. The claim is  unsecured, or  
 secured by: \_\_\_\_\_

7. The claim  is  is not based on a contract which makes a provision for interest.

8. The claim was or will be due and payable on ASAP

9. If the claim is contingent or unliquidated, the nature of the uncertainty is as follows: \_\_\_\_\_

Court's decision in addressing the claim.  
Unpaid Internship amount of \$200,000  
by itself. I am willing to settle the amount.

10. Under penalties for perjury, I declare that I have read this document and I know or believe its representations are true and complete.

Dated: 10/17/2016

Xavier A. Powell  
Signature

Name: Xavier A. Powell

Street Address: P.O. Box 83561

City/State/Zip: Los Angeles, CA 90083

E-mail address: xap17@hotmail.com

1 Xavier A. Powell  
2 P O Box 83561  
3 Los Angeles, CA 90083  
4 (310) 259-4129 phone

5 Pro Per  
6 State of Minnesota, County of Carver  
7 Carver County District Court  
8

9  
10 Xavier A. Powell

11 In re: vs. Case No. 10-PR-1646

12 Bremer Trust (Special Administrator)  
13 The Estate of Prince Rogers  
14 Nelson, Paisley Park Estate  
15 et al.  
16 DOES 1-99 Respondents

Formal Written  
Statement of Claim

17 August 3, 2016 written statement of claim enclosed.  
18 I received a letter stating I did not file a  
19 formal written statement of claim. The notarized  
20 letter from a witness regarding "The Most Beautiful Girl  
21 in the World" and the written statement of claim were  
22 removed from my package my paralegal served with  
23 proof of service. I am having my paralegal fax and  
24 mail proof of service this Formal Written Statement  
25 of Claim with attachments of Evidence again.  
26 A constitutional challenge involves law being  
27 consistent with the Constitution of Canada including  
28 the Canadian Charter of Rights and Freedoms.

The Alberta Employment Standards Code, RSA 2000c E-9  
states that an employee is an individual employed (intern or  
unpaid intern) to do work and is entitled to wages although  
my internship was with Kerry Gordy Entertainment. See Summary

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## **Working' 9 to 5, But Not Making a Living: The Legality of Unpaid Internships, Work Experience Programs & Trainee Programs**

**Blog** Canadian Labour & Employment Law Blog

**Miller Thomson LLP**

**Canada** | August 31 2016

Many young individuals across the country participate in internships, which are utilized by employers in many industries, and which are seen by many individuals as an opportunity to gain valuable experience. An area of particular interest, and possible pitfalls, relates to internship programs that involve unpaid interns. Although every jurisdiction in Canada has legislation that permits interns in some circumstances to perform work without compensation, in many parts of the country these situations are limited and these limitations should be noted carefully by employers. Simply calling a position an “internship” will not – in and of itself – be enough to permit an employer to utilize unpaid interns, and the rights of workers in this regard cannot be simply waived or avoided by agreement between employer and employee.

All “employees”, whether working in a provincially or federally regulated sector, are protected by employment standards legislation. As employers will be aware, this legislation places duties on employers and establishes minimum standards in respect of a host of matters. However, the legislation also provides for circumstances where work will be exempted from all or some of these usual standards. These exemptions include, for example, work that is done by a

student as part of an approved education or work experience program, and individuals receiving necessary hands-on training for certain professions, such as in the medical, engineering, and legal fields. It should never be forgotten that, regardless of whether an intern is exempt from certain employment standards minimums, they will always be protected by health and safety legislation and human rights legislation in all jurisdictions.

The majority of Canadian jurisdictions have employment standards legislation that includes a broad definition of “employee”, which could arguably include interns, both paid and unpaid. One interesting exception is Alberta. The Alberta *Employment Standards Code*, RSA 2000 c E-9, states that an employee is “an individual employed to do work **who receives or is entitled to wages** and includes a former employee”. Issues arise as to potentially circular arguments, wherein the fact of not paying wages appears – on its face – to give rise to an exemption from the *Code*, and therefore the right not to pay wages, and not to comply with the *Code*. It should be noted that the courts have held that benefit-conferring legislation, such as the *Employment Standards Code*, must be interpreted broadly. Thus, Alberta employers must be careful, and should seek legal advice, in respect of any unpaid internship.

In all jurisdictions, unpaid interns have the right to file employment standards complaints if they believe that they should have been paid for their work, or that some minimum legislated employment standard has been breached. If an employment standards officer’s investigation reveals that the worker was entitled to pay, back-pay can be recovered from the company on behalf of the worker. In April of this year, the Ontario Ministry of Labour conducted a well-publicized blitz of Ontario workplaces, recovering almost \$140,000 in wages owed to interns across approximately 20 workplaces.

Even if a company’s internship program is in compliance with all employment standards legislation, such programs can give rise to other important concerns for employers, including public relations considerations. In some circumstances, internship programs have been perceived or portrayed as exploitative or contrary to corporate best practices. However, developed and implemented in a careful, legal and conscientious fashion, they can be valuable programs from both the employer’s and the worker’s perspective.

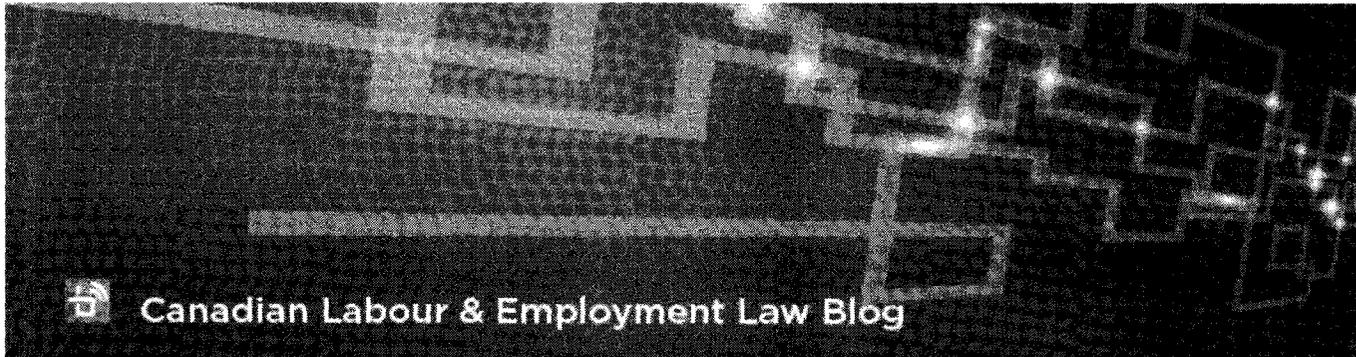
Earlier this year, the federal government set forward a proposal to allow federally-regulated sectors to establish unpaid internships. The proposed internships could span up to four months, and would require that the position be “primarily for the benefit of the student”. The proposal has not been without controversy, and employers and their legal counsel will no doubt be watching for further updates with interest.

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**Miller Thomson LLP - Monique Petrin Nicholson**

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## Working' 9 to 5, But Not Making a Living: The Legality of Unpaid Internships, Work Experience Programs & Trainee Programs

August 31, 2016

[Monique Petrin Nicholson](#)

Beth Warcholak, Summer Law Student, Edmonton

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To Whom It May Concern:

**This is Xavier Powell's Written Statement of Claim Form.**

**Re: Estate of Nelson Court File No. 10-PR-16-46**

**Summary of Events is listed below.**

From 12/ 1991 to the end of 1993, I served in an Internship with Kerry Gordy Entertainment Company, and at the time I was the only Intern.

In Spring 1993, Kerry Gordy and myself were driving to various artist management companies looking for record production opportunities to manage an artist. After several attempts to James Brown's management and other colleagues . A week passed and Kerry Gordy asked me what I thought we should do about this artist management venture. A thought is an Idea. The Idea (Trade Secret) that I pitched (suggested ) to Kerry was to work for Paisley Park (Prince Rogers Nelson's company) in Management. I requested of Kerry Gordy to work alongside him and make money , however Kerry Gordy made it clear that this was an internship (an unpaid internship). I asked why it was such a problem for me to be paid, and there was no response or action made to pay me for my work (internship). I was not properly compensated nor was I given industry attribution credit. Two weeks passed and next think I knew Kerry Gordy was contracted to work for Paisley Park , Warner Brothers, NPG, and Bellmark Records.

A week later (several days later) in Spring 1993, I suggested that the company owner Kerry Gordy work for Prince in Management of his Paisley Park. The company owner took me up on my Idea (my Intellectual Property and my Concept). The company owner Kerry Gordy ended up contracting with Warner Bros, Bellmark, and NPG as well as taking on an Executive Management position with Paisley Park owned by Prince Rogers Nelson. This company owner Kerry Gordy never paid me for my Ideas (Trade Secret ) as he made millions from the release of The Most Beautiful Girl in The World and other Price releases. Kerry Gordy continues in 2016 after Prince's death making money from songs released when he had the position of Manager in 1993-1997 approx.

I have attached a signed notarized witness statement from Mr. Emerson Featherson AKA Emerson Featherstone. This notarized statement is witness to the fact that February 1994 release of " The Most Beautiful Girl

*Xavier A. Powell*

In The World “ happened as a result of Kerry Gordy’s referral of Prince Rogers Nelson aka the Symbol O-+> to Bellmark Records who then released the single “ The Most Beautiful Girl In The World” that sold one million copies in Europe and 150,000 in the United States.

The release of “ The Most Beautiful Girl In the World” would not have happened had not my Trade Secret Idea been acted upon by Kerry Gordy. According to the most recently cited Unpaid Intern case “ Black Swan’ I am the Primary Beneficiary due to my Intellectual Property Trade Secret Idea that was used by Kerry Gordy. The details of this Unpaid Internship case are included in Glatt v. Fox Searchlight Pictures, Inc. , No. 11 Civ. 6784 as well as the related case Mackown v. twenty-First Century Fox, Inc. No. 13 Civ. 4406. Glatt v Searchlight Pictures, inc., No. 11 Civ. 6784 confirms that Unpaid Interns are “Primary Beneficiaries of the Relationship.”

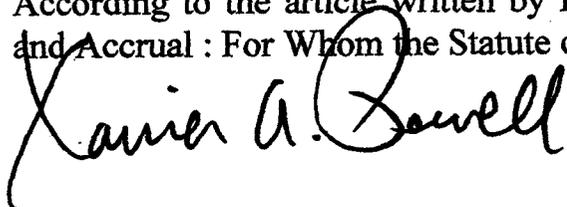
The next project Kerry Gordy assisted Prince Paisley Park with was the change of Prince’s name into a symbol.

The release of “ The Most Beautiful Girl In the World “ and the change of Prince’s name to a Symbol. See article titled , “ Prince wouldn’t take no for an answer”-Star’s ex-manager pays tribute to ‘multi-talented’ singer’s incredible business acumen.’ In this article Kerry Gordy admits “he was there when Prince decided to change his name to a “Symbol”, or to “The Artist Formerly Known as Prince.”

Since this change of the name took place after Kerry Gordy was hired by Paisley Park due to my Idea as Intellectual Property ( Trade Secret), I can and will ask for part ownership of that name change “ the Artist Formerly Known as Prince.”

In regard to Statute of Limitations. Statute of Limitations is not a factor in this matter. The reason is that all my discoveries were and are not known beforehand. I was not aware that I was damaged until after Prince passed. My claim falls under the Delayed Discovery Rule.

According to the article written by Paul Eisner titled “ Delayed Discovery and Accrual : For Whom the Statute of Limitations Does Not Toll,”



657, 5The second category, delayed accrual, occurs when the plaintiff lacks sufficient knowledge of the facts to file the case and depends on the circumstances. A cause of action accrues when the act is completed and there is a result for which there is liability. *Norgart v. Upjohn Co.*, 21 Cal.4th 383, 397, 87 Cal.Rptr.2d 453, 981, P.2d 79 (1999). A classic example of delayed accrual is delayed discovery. In delayed discovery cases, discovery occurs when the plaintiff suspects or has reason to suspect a factual basis, *Rivas v. Safety-Kleen Corp.*, 98 Cal.App.4th 218, 225, 119 Cal. Rptr. 503 (2002), or actually discovered or by reasonable diligence should have discovered the existence of a cause of action, *Sanchez v. South Hoover Hospital*, 18 Cal.3d. 93, 97, 132 Cal.Rptr. 657,

“California is an inquiry notice state when it comes to the Statute of limitations” in delayed accrual cases. *Uniram Technology, Inc. v. Taiwan Semiconductor*, 617 F.Supp.2d 938, 946 (N.D. CA 2007). A plaintiff is required to investigate and is charged with what a reasonable investigation would have discovered. *Slovensky v. Friedman*, 142 Cal.App.4th 1518, 1529, 49 Cal.Rptr.3d 60 (2006). A suspicion combined of any element of a cause of action combined with knowledge of any remaining element is sufficient. *Grisham v. Philip Morris, U.S.A., Inc.*, 40 Cal.4th 623, 634, 54; CalRptr.3d 735, 151 P.2d 1151 (2007). The computation for determining when the statute of limitations expires in a delayed accrual case differs from the computation where the delay in filing a complaint is due to the inability of a party to sue or be sued.

There are two required elements to show delayed accrual of the statute of limitations. The first element is delayed discovery. In a delayed discovery case, the plaintiff must

plead that the relevant facts were not and could not be discovered with reasonable diligence within the statutory period. *Fox v. Ethicon Endo-Surgery, Inc.*, 35 Cal.4th 797, 809, 35 Cal.Rptr.

797, 110 P.3d 914 (2005). To assert a claim of delayed discovery, the injured party plaintiff needs to be ignorant of the facts and lack the ability to have earlier discovered the facts, and the com-

plaint needs to plead this ignorance, the lack of discovery, and how and when the facts were eventually discovered. *Casualty Insurance Company v.*

*Karina A. Powell*

*Rees Investment Company*, 14 Cal.App.3d 716, 720, 92 Cal.Rptr. 857 (1971); also see *Kirby v. Albert D. Seeno Const. Co.*, 11 Cal.App.4th 1059, 1068, 14 Cal.Rptr. 604 (1992).

### **Delayed Discovery Rule.**

"Under the [delayed] discovery rule, the statute of limitations begins to run when the plaintiff suspects or should suspect that [his or] her injury was caused by wrongdoing, that someone has done something wrong to [him or] her" (*Jolly v. Eli Lilly & Co.* (1988) 44 Cal.3d 1103, 1110).

The delayed discovery suspends (delays, extends, lengthens) the statute of limitations deadline by not starting the SOL time period until the Plaintiff / victim discovers (or by the exercise of reasonable diligence should have discovered), both:

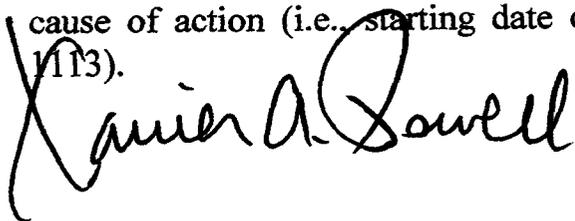
- (1) the injuries or harm; and
- (2) that was caused by the wrongdoing of the defendant / perpetrator.

See (*Jolly*, supra, at p. 1109).

Generally, in "ordinary tort and contract actions," the limitations period begins when the "last essential element to the cause of action" occurs. (*Neel v. Magana, Olney, Levy, Cathcart and Gelfand* (1971) 6 Cal.3d 176, 187), that is, when the cause of action "accrues," even if the Plaintiff was ignorant thereof, and even if he or she did not know the identity of the wrongdoer (tortfeasor) (Id. at p. 187).

But where it would be manifestly unjust to deprive a plaintiff of a cause of action before he is aware he or she has been injured, the delay discovery rule can, in many types of cases, be applied.

The terms "wrong," "wrongdoing" and "wrongful" are to be construed in their "lay understanding." (See *Jolly*, supra, at p. 1110, footnote 7). The "discovery of facts, not their legal significance" determines the accrual of a cause of action (i.e., starting date of the statute of limitations). (Id. at p. 1113).



Attached is an article titled , “ What are the Rules Around having Unpaid Interns?

Stated by Steve Hoffman , “ If an intern contributes Ideas to your product but isn't paid, the intern can claim they own part of it.”

Product defined in Intellectual Property terms means :

Below are three points that I am claiming and asking for compensation related for “Direct Production of Concept (Idea) that I pitched to Kerry Gordy to work as manager of Paisley Park. The release of “ The Most Beautiful Girl In the World” and the name change from Prince to The Artist Formerly Known As Prince are both Direct Productions of the Concept (Idea) that myself the plaintiff pitched to Kerry Gordy when I gave him the Idea to work for Prince's Paisley Park as Management.

- I am claiming to own monetary proceeds from the release of “ The Most Beautiful Girl in the World” and the sales that took place on this single in 1994 of 1 million units in Europe and 150,000units in the United States. Whatever price that single was sold at that time (1994) times the number of sales. Avg cost was \$10.00 times 700,000 per Alex Hahn's recollection of events. This adds up to \$700,000. The notarized witness Emerson Featherson states copies sold were 1 million in the U.K. plus an additional 150,000 in the United States. This will amount to \$ 11,500,000.
- I am claiming to own part of the name change from Prince to The Artist Formerly Known as Prince (The Symbol O-+>) simply because these are two projects (two Products) that Kerry Gordy worked on during his time of Executive Management of Paisley park in 1993-1997 Approx.
- I am claiming a pay scale of Unpaid Internship rate at \$ 495 every two days the same rate that was determined at settlement for Unpaid Intern Plaintiffs in the the case has settled for Black Swan, “Glatt v. Fox Searchlight Pictures, Inc. , No. 11 Civ. 6784.” This amount I'm requesting adds up to \$495 every two days times (15 days a month) is \$7425 a month for 2 ½ years . This 2 ½ years is from 12/1991 to 1992 to 1993 to 6/ 1994. The amount adds up to \$ 222,750.00 (\$7425 X 30 months).

*Carrie A. Jewell*























































































































































