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Attorney for Defendants
HEAL THE WORLD FOUNDATION
and UNITED FLEET

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JOHN G. BRANCA, Special
Administrator of the Estate of
Michael Jackson; JOHN MCCLAIN,
Special Administrator of the Estate of
Michael Jackson; TRIUMPH INTERNA
TIONAL, INC. a California corporation,

Plaintiffs,

HEAL THE WORLD FOUNDATION, a
California corporation; UNITED FLEET,
a California corporation; and DOES 1-
10, inclusive,

Defendants.

Case No.: CV 09-07084 DMG (PLAx)

**DEFENDANTS' WITNESS MEL WILSON'S,
DECLARATION IN LIEU OF
DIRECT TESTIMONY**

Time: 9:30 AM
Date: April 8, 2011
Place: Courtroom 7
Judge: Hon. Dolly M. Gee

TO THIS HONORABLE COURT AND ALL INTERESTED PARTIES:

**Defendant's Heal the World Foundation and United Fleet hereby submit
their witness MEL WILSON'S executed declaration in Lieu of direct testi-
mony.**

1
2
3 I, MEL WILSON, under penalty of perjury, hereby declare that I will appear at
4 trial and testify the following information to be true, accurate and correct:

- 5 1. I, MEL WILSON started working as a volunteer with Melissa
6 Johnson in 2001, concerning her proposal to revive Heal the World
7 Foundation, returning it to its core mission of helping the most
8 vulnerable. Melissa had developed a way for Michael's charity to provide
9 the tools and resources needed to grow exponentially worldwide, via an
10 initiative she called Michael's Army (Michael's Army is an initiative devel-
11 oped by Johnson that would recruit HTWF volunteers, devoted to charac-
12 ter improvement and community service.)
13
14 2. By 2001, I had completed a master's degree in public admin-
15 istration and chose as my focus non-profit work. During my student
16 years I was actively involved in microcredit and served a time as a web
17 developer for a student group called HELP. This organization sent many
18 dozens of students down to various Latin American countries to aid in a
19 variety of poverty alleviation projects. The work Melissa Johnson was
20 developing to propose to Mr. Jackson for his charity, was along those
21 same lines, so I readily agreed to volunteer with her in the project.
22
23 3. Also in 2001, I witnessed Mrs. Johnson do some advocacy
24 work in Washington D.C., and as such, we were able to meet Senators
25 Harry Reed and John Ensign, (see ex. A, a true and correct copy attached
26
27
28

hereto) and encouraged them to push to have more funds allocated to the foreign aid budget, for poverty alleviation.

4. I have witnessed Melissa turn down many offers over the years, from third parties, opportunities for her to profit many thousands of dollars on the charity domains. Because they are associated with over twenty charity initiatives developed by Melissa and myself, she would not even consider selling them. However, even when Melissa was struggling to pay the annual renewal fees for the domain collection, (\$20,000 a year) she refused to sell a single domain. (See ex.B, a true and correct copy attached hereto.) These are just a few emails I collected that were sent to Melissa from third parties trying to buy her MJ charity related domains:

A buyer on 6-17-07 says: *"I was just browsing Michael Jackson related names and saw that you registered a lot for yourself, can you tell me the reason for this?...I'm interested in buying some...."* ex.B

Melissa responds: *"The names were secured for Mr. Jackson's Charity. I did not acquire them for the purposes of selling them, but if you happen to acquire any names that Mr. Jackson may need for his charity work in the future, I hope you will do the same as me....."* ex.B

A buyer on 6-24-2005 says: *"...I'm setting up a website for my wife Morgan Jane....and saw that you're not currently using mjhome.com, and wondered if you would be interested in selling it?..."* ex.B

Melissa responds: *"Thank you for your interest. The name is going to be donated to a charity and is not for sale."* ex.B

A buyer on 4-29-2002 says: *"Is MJNETWORKS.COM domain for sale?"*

Melissa responds: *"I am very sorry. It is not for sale."* ex.B

5. On one occasion, I witnessed Melissa turn down an offer for \$25,000 to sell a single domain name (mjhome.com), because it was one of her Heal-the-World initiative domains (MJ, Michael and Michael Jackson being adjectives used in the names of many of the charity's initiatives), and she flat out rejected the generous offer. I aggressively argued on this one and told her she needed to compromise, explaining she could ill afford to say no given her financial situation, and could actually keep her bill money for a change and pay the whole year of domain renewals for the entire collection. But still, she flat out refused to listen to me and the potential buyer went away empty handed. This is the kicker: this was a domain name that wasn't a primary HTWF initiative name, and she did not even know when or IF it would be used by HTWF. She turned down the 25k, merely on the possibility that the charity might one day use it. (see ex. C, a true and correct copy attached hereto)

This buyer on 2-09-2005 says: *"Hi Melissa, Would you consider \$25,000?"*

Melissa responds: *"I am sorry, I really can't sell the name."I appreciate the offer, really I do, and if it was any other name than one of my*

1 MJnames, I'd be very happy to sell it to you. I just can't sell these particu-
2 lar names as they have already been promised to a charity organization for
3 its use in the future. I'm so sorry. I am really obligated not to sell the name,
4 as I am obligated to preserve it for the charity. ex.C

- 6 6. In 2005, there was also the additional financial pressure
7 caused by Evan Spiegel (Mr. Jackson's IP attorney in domain matters)
8 who had consistently failed to renew most of the charity's domains as
9 scheduled in each of the contracted years of 2003, 2004 and 2005, which
10 was the only obligation on Mr. Jackson, according to the 2003 domain
11 contract between Johnson and MJJ Productions/Mr. Jackson. (see ex.
12 D, a true and correct copy attached hereto)

13 **The Jackson/Johnson contract reads:** ...*"MJJ agrees and guarantees*
14 *that it shall pay for and maintain active and current registrations for each*
15 *of the DOMAIN NAMES for a period of "three(3)years from the date of last*
16 *renewal, or at a minimum, for a period not to end prior to, May 1, 2006*
17 *"THE"(3)YEAR MINIMUM MAINTENTANCE PERIOD".... ex.D, Section 3.4*

- 18 7. As a result of the non renewal on Mr. Spiegel's part,
19 Johnson and I had been subsidizing the attorney's (Evan Spiegel)
20 failings, each and every year, borrowing from family or with Johnson
21 and I both, re-buying the expired names that had dropped into public
22 circulation and transferring them back into Spiegel's care. But by 2005,
23 with his third year of breaching the Jackson/Johnson contract and
24 failing to renew the domains, we could not ensure the safety of the collec-

tion by trusting the Jackson attorney, who for some unknown reason, consistently failed the charity and Mr. Jackson, despite the reminders from us they needed to be renewed, so from this point on, we could not retransfer them back into his care. And yet, despite this additional financial burden, Johnson still did not take the \$25,000 offer, refusing to sell a name that she was not even sure the charity would need.

8. On 2/18/10, in Plaintiffs NOTICE OF MOTION AND MOTION FOR PRELIMINARY INJUNCTION, the Plaintiffs and their witness, **Evan Spiegel, who gives a declaration in the motion, testify under penalty of perjury that:**

“When it became clear to Ms. Johnson that Mr. Jackson was not interested in working with her, she ultimately agreed to transfer the domain names to Mr. Jackson for the sum of \$26,726.42.” (Ex. F, pg. 16, line 9-11 a true and correct copy attached hereto)

9. The Estate and Spiegel trying to claim this transfer in 2003 was an extortion attempt, to “sell” her charity property is completely false. I worked closely with Melissa during this time period and was a witness to the entire domain transfer, including most of Melissa’s interaction with Mr. Spiegel, and it is a monstrous injustice for the Plaintiffs and Mr. Spiegel to make such blatantly false claims to the courts, considering the truth of what actually happened to Melissa.

10. I witnessed Melissa over the years, spending tens of thousands of hours and tens of thousands of dollars, enduring a great deal of

1 personal sacrifice, all to acquire and protect, on her own time and at her
2 own expense, the IP property, for the sake of the charity; never asking a
3 penny, not even to reimburse her for her own costs over the years.

4 **Jackson/Johnson contract confirms this and says:** *"Johnson, upon*
5 *her own initiative, at her own time and expense, and without any direction*
6 *from Jackson or MJJ productions..."*(Ex. D section 2.1, a true and correct
7 copy attached hereto)
8
9

10 11. I was there with Melissa when the agreement was made by
11 Mr. Jackson, to take ownership of the domains and partner with Melissa
12 to protect the charity property from the open public.

13 **The Jackson/Johnson 2003 contract reads:** *"Jackson desires to pro-*
14 *tect the efforts of Johnson to protect the domain names from the open*
15 *market..."* (Ex. D section 2.4, a true and correct copy attached hereto)

16 The contract gave Mr. Jackson and his MJJ Productions Inc, many pro-
17 tective provisions and Melissa only asked for one thing in return, that the
18 multi-million dollar property she was giving outright to the charity, be
19 renewed three years in advance, for its protection from expiry and poten-
20 tial loss.
21
22

23 **The Jackson/Johnson 2003 contract reads:**

24 *"...MJJ agrees and guarantees that it shall pay for and maintain active and*
25 *current registrations for each of the DOMAIN NAMES for a period of*
26 *"three(3)years from the date of last renewal, or at a minimum, for a period*
27
28

1 not to end prior to, May 1, 2006 “THE”(3)YEAR MIMINUM MAINTENTANCE
2 PERIOD. ..” (Ex. D section 3.4, a true and correct copy attached hereto)

3
4 The attorney Evan Spiegel lied to us in 2003 and said “verbally” it would
5 be done, but then only put in the contract that the collection would be
6 renewed for three years, but nothing about paying in “advance” and later
7 claimed he did not “have” to do anything that was not in writing.

8
9 12. Also in 2003, the very first year Jackson was responsible to
10 renew the domain property, Spiegel failed his only obligation and allowed
11 them to expire and fall into a redemption period; with the only person
12 able to safely recover the property out of redemption being the original
13 owner of the names; ie. Melissa Johnson. Even with this first major
14 blunder, (and breach of contract) as always, Melissa was willing to do the
15 work for free to fix it and protect the property, but Spiegel did not come
16 up with the money in time before the names dropped into public
17 circulation, so Melissa borrowed approx. \$26,000, from her foster mother
18 and sister, to safely recover the property, for Mr. Jackson. She had fixed
19 a mistake of Mr. Spiegel and this would be one of many in the future.

20
21 13. There was money transferred as the Estate states in their
22 complaint, but it was for this “reimbursement” and was absolutely not a
23 “sale” price for the property as claimed. The property was not even a “re-
24 imbursement” to Melissa for all of her costs of the property to acquire it
25 over the years, the “reimbursement” was for the fees that Melissa’s family
26 paid to fix the first of many neglectful failures on the part of Evan Spie-
27
28

1 gel, to renew the property each year he was contracted to do so on Mr.
2 Jackson's behalf; ie. 2003-2006. The 2003 Johnson/Jackson contract
3 clearly proves this, as the money paid out, is actually listed in the con-
4 tract, citing exactly where the money went and who it was paid
5 directly to, namely, Melissa's sister, Catherine Whipple and her foster
6 Mother, Beryl Salter and not a penny went to Melissa Johnson. (see Ex.
7 D, section 3.2, 3.2.1-3.3, a true and correct copy attached hereto)

8 **The Jackson/Johnson 2003 contract reads:** *"MJJ guarantee that it*
9 *shall pay or cause to be paid to Johnson, a ["reimbursement"], in the total*
10 *aggregate amount of Twenty-six Thousand Seven hundred twenty six Dol-*
11 *lars and forty-Two Cents (\$26,726.42) for the "recent" registration renewal*
12 *fees. ("Renewal Fees") for the Domain Names, via wire transfer of funds*
13 *"directly" to the following credit card and bank accounts, as follows: (Ex. D*
14 *section 3.4 a true and correct copy attached hereto)*

15 Ex. D 3.2.1 ..\$14,985.42, CitiBank, Ramon, SD, Catherine Whipple..

16 Ex. D 3.2.2 ..\$11,741.00, Wells Fargo Ban, LV, Beryl Salter...

17 Ex. D 3.3 ...*"the ["reimbursement"] of the Renewal Fees by MJJ"*...

18 14. Also, On 2/18/10, in Plaintiffs NOTICE OF MOTION AND
19 MOTION FOR PRELIMINARY INJUNCTION, the Plaintiffs in the motion,
20 **testify under penalty of perjury that:** (Ex.F Pg.16, 11-12, a true and
21 correct copy attached hereto)
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1 *"In the negotiations preceding the domain transfer, Ms. Johnson again*
2 *acknowledged the fact that she has no relationship with Mr. Jackson: citing*
3 *an email from Johnson to Spiegel in 2002they quote the email. ex.F*

4 **Plaintiffs quote Johnson in the email:** *"...You have both told me that*
5 *MJJ will not ever deal with me directly and if that is the case,(which I be-*
6 *lieve to be hooey) then shame on them and I will be very glad to wait for*
7 *Mr. Jackson's call personally....." ex.F*

8
9
10 15. Plaintiffs are misleading the court, by quoting from a 5-17-
11 2002 email, to lead the court to believe they were showing evidence that
12 happened over a year later, in June of 2003, wherein, falsely showing
13 Melissa would be admitting she had no relationship to Mr. Jackson, in
14 particular, at the time of the Jackson/Johnson Partnership agreement in
15 2003, where Melissa had provided the court, a copy of a 2003 contract
16 proving there was a mutually friendly relationship by this time.

17
18 **The Estate continues on to state:** *"In the negotiations preceding the*
19 *domain transfer, [they are referring to the 2003 domain transfer] Ms.*
20 *Johnson again acknowledged the fact that she has no relationship with Mr.*
21 *Jackson....[then they reference a 2002 email as evidence of a completely*
22 *different domain transfer] (Ex.F Pg.16, a true and correct copy attached*
23 *hereto)*

24
25 16. Now there were two different time frames when Melissa
26 agreed to donate the domain collection to Mr. Jackson's charity and I
27 was present during both instances. One was in April 2002 and one was
28

1 in June 2003. Both had very different outcomes and each had a time
2 when Melissa had different relationship with Mr. Jackson. In April of
3 2002, Melissa had been contacted by Greg Chamberlain first (a guy who
4 managed various domains for Jackson), than Mr. Spiegel, and Chamber-
5 lain and Spiegel both wanted Melissa to work with them on
6 behalf of Jackson, not the other way around. Melissa transferred the
7 Jackson name and a few others to Chamberlain, at no cost. Then Mr.
8 Spiegel approached Melissa to buy the entire collection, again, Melissa
9 told Spiegel she would give them to Mr. Jackson at no cost. The “negoti-
10 ations” they refer in the forgoing, were strictly in 2002 and had nothing
11 to do with giving Melissa any money, as they lead the court to believe.
12
13
14

15 **17. Mr. Spiegel’s declaration for Plaintiffs Preliminary injunction,**
16 **where he states:**

17 *“After it became clear to Ms. Johnson that Mr. Jackson had no*
18 *interest in collaborating with her or her organization, she shifted her*
19 *focus to “selling” to Mr. Jackson, the many hundreds of top-level domain*
20 *names she had registered without authorization.....attached hereto is Ex-*
21 *hibit F...regarding the transfer of the domain names.” (Ex. F Pg.16, 11-12,*
22 *a true and correct copy attached hereto)*
23

24 **At the top of his Exhibit F, Mr. Spiegel is referring to, the date is**
25 **...“4-24-02”.., not 2003, when the domain transfer occurred. (Ex. J, a**
26 **true and correct copy attached hereto)**
27
28

1
2 18. These attempts Spiegel makes to mitigate the partnership
3 Melissa had with Mr. Jackson in 2003, by bringing evidence in from
4 2002, was just one example where Mr. Spiegel misleads this court by
5 manipulating the context of the evidence he quoted. Mr. Spiegel makes
6 reference to Melissa's attempts in "selling" to Mr. Jackson, hundreds of
7 domains and then gives his Exhibit F, as an 'example' of Melissa trying to
8 "sell" the domain collection to Mr. Jackson, which is a deliberate decep-
9 tion. The exhibit F was merely an attachment to a 4-24-02 email sent to
10 Mr. Spiegel, which he omitted from his declaration. However, even if you
11 look carefully at his exhibit F (ex. J, a true and correct copy attached
12 hereto) you can see the real purpose behind the letter.

13
14 **The 4-24-02 letter says:** *"This is a list of domains I requested Heal the*
15 *World Foundation or MJJ Productions, purchase right away; in addition to*
16 *the names I will "give" the foundation."* (Ex. J) Melissa was not asking Mr.
17 Jackson to buy these names from her, she did not own them, but rather
18 buy them for themselves, from the registrar, because they were valuable
19 for the charity to acquire before the property was acquired by third par-
20 ties.
21

22
23 19. In 2002, during the time the letter was written, Melissa was
24 struggling to pay the renewal fees for the collection and we still needed
25 about a hundred more domain names to complete the sets (.com, .net,
26 .org, .tv, .us, etc.) on the collection. This would be costly, so when we de-
27 cided to donate the collection over to Heal the World, via Spiegel, on be-
28

1 half of Mr. Jackson, we gave them this list of domain names we had not
2 yet acquired and still needed to be acquisitioned to complete the charity
3 collection. Melissa asked them to purchase these certain missing do-
4 main names, not from her, (she did not yet own them) but from the regis-
5 trar and/or domain brokers selling the names.
6

7 **In Spiegel's Exhibit F (ex.J) it is stated:** *".....the domain names need-*
8 *ed...."* is a list in the letter and most of the domain names are .tv
9 names, as Melissa owned the .com, .net and .org and wanted to complete
10 the set with the expensive .tv. version. Ex.J
11

12 **In this same letter, Melissa says:**

13 *"...Make sure that you do not pay over \$35.00 for the dot TV names*
14 *10.00 for the com, net, org...."* Melissa was referring to registrars that
15 charge \$50.00 for dot TV names and some places would go as low as
16 \$35.00 and instead of \$35.00 for a dot com, they could pay wholesale for
17 \$10.00. Not to her! For themselves! ex. J
18

19 **She continues in his exhibit F:** *"...And the 600+ names will only cost*
20 *\$10.00 to transfer the entire lot."* Ex.J. Melissa was referring to the 600
21 domains she was 'giving' to Mr. Jackson for his charity. She had negoti-
22 ated Mr. Jackson wholesale rates for the transfer/renewal cost. There
23 was never a "sale" of any domain from Johnson to Jackson, but Spiegel
24 and the Estate wanted the court to believe this Exhibit F letter, was
25 meant as "negotiations" for an extortion attempt or "sale", when its true
26 purpose was one of good intent on Johnson's part.
27
28

20. I also worked next to Johnson and was present when she first received calls from two different Jackson reps, both Mr. Greg Chamberlain and Evan Spiegel, both asking her if they could purchase the domain names from Melissa Johnson. Mr. Chamberlain declared himself to represent Mr. Jackson's domain management firm and Evan Spiegel, Jackson's IP attorney. I was there when she told Mr. Chamberlain that she would not charge Mr. Jackson for a single domain and instead, wanted to give the entire collection, worth millions, to Mr. Jackson's charity. I was present when these Jackson reps called Melissa asking to buy the domain property, yet in the forgoing motion for injunction, the Estate attorneys frame it as though Melissa was harassing Mr. Jackson, via his reps, in hopes to 'sell' her domain property and that is just not true. (see Ex. E, a true and correct copy attached hereto) In an email dated 2-16-2002 there are several references showing the opposite to be the case and both Chamberlain and Spiegel contacted Melissa and she only offered to "give" Mr. Jackson the property, not the other way around.

The email from Johnson to Spiegel states: "...forgive me for not getting back to you sooner..." and "...I was contacted by Greg Chamberlain of Sub Registry domain....." "...I will 'give' the names... to Mr. Chamberlains care within the month" ex.E

In an email from Johnson to Spiegel in 4-25-2002 it states:

"..before you called...(meaning Spiegel called Johnson) "...I will not be

1 *asking any compensation, nor putting any demands on him...*" (Meaning
2 Jackson) ex.E

3
4 **In an email from Al Malnik (Jackson manager 03') to Johnson on**
5 **5-08-2003 he states:**

6 "...my assistant Eddie, just tried calling you..." and "...I will call you on
7 Wednesday, 8-14-03 to discuss....."

8
9 **In an email from Van Alexander (Jackson manager 07') to Johnson**
10 **on 5-23-2007 he states:**

11 "...I'm not at home and don't have your number with me, please email
12 your number to me...looking forward to hearing from you. Van"

13 **21. The Estate said in their Response to Admissions from United**
14 **Fleet, propounded on the Estate:**

15 ".....Deny.." in their answer to Questions No. 3 where they are asked:

16 "Admit that Greg Chamberlain of Sub Registry, was a contracted employee
17 or representative of Michael Jackson at any time period during the time pe-
18 riod 2002-2004." (ex. G, pg.5 line 28, a true and correct copy attached
19 hereto)

20
21
22 **22. I was the person that helped Melissa make the one of the**
23 **domain transfers to Mr. Chamberlain and I took screen shots of his do-**
24 **main management firm, handling the Michael Jackson domain names.**
25 **Mr. Chamberlain took the name Michaeljackson.tv from Melissa at no**
26 **cost, on behalf of Mr. Jackson and MJJ Productions, in April, 2002, as**
27
28

1 can be seen by one of the transfer contracts between them. (See Cham-
2 berlain contract ex. H, a true and correct copy attached hereto)

3
4 **The contract shows:** Melissa Johnson signs to transfer the domain
5 name Michaeljackson.tv, on 4-24-02, with Greg Chamberlain signing on
6 behalf of Sub Registry management firm, listing MJJ Productions as his
7 client.

8
9 **In this same Johnson/Chamberlain-MJJ Productions contract,**

10 **Chamberlain lists:** his email as "public-address@subregistry.net and the
11 street address at 171 Pier Ave, Santa Monica, Ca., which is identical to
12 the information given in the "whois" records, as the management firm
13 owned by Mr. Jackson in 2002. (See "whois" records, ex. I, a true and
14 correct copy attached hereto)

15
16 23. Even today, according to my screenshots I took on
17 5-23-2010, long after the estate had taken over, the domain name
18 Michaeljackson.tv is still managed by Chamberlain's firm and forwarded
19 to Michaeljackson.com, which hosts a website for "official Michel Jack-
20 son" merchandise and according to the "whois" report, is owned by the
21 Plaintiff's, Michael Jackson Company LLC., and lists Greg Chamberlain
22 of Sub registry as the management firm, including his "public-
23 address@subregistry.net, as the contact email and the street address
24 at 171 Pier Ave, Santa Monica, Ca. (see ex. I, a true and correct copy at-
25 tached hereto)
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1
2 24. The court understandably ordered an injunction on Heal the
3 World, based on statements made by the ESTATE, but it was their
4 manipulation of facts and the truth, coupled with blatant false claims, all
5 with the intention to distort an accurate portrayal of Melissa Johnson
6 and myself, that compels me to break down these events, during my
7 opportunity to testify.
8

9 25. In a similar fashion, the Estate and Mr. Spiegel also distort
10 the truth of Melissa's relationship with Mr. Jackson and his charity, by
11 using evidence gathered in 2001, long before her relationship cultivated,
12 and trust and rapport was a constant between both parties.
13

14 26. Again I witnessed many things from 2001 to present day,
15 concerning Melissa's life and her work in the charity. In order to bolster
16 their manufactured portrayal of Melissa Johnson as a "crazy, stalker, self
17 serving fan of Mr. Jackson, they resorted to exploiting a very personal
18 and private experience in Melissa's past, that she only shared with Ms.
19 Tavasci, with the promise that the Jackson assistant would never share
20 the video, audio and other info pertaining to a near-death type experi-
21 ence Melissa had in 1993, a portion of which, related to the charity and
22 the Plaintiffs have submitted into evidence. The Jackson Estate execu-
23 tor's efforts to manipulate a true portrait of Melissa Johnson by exploit-
24 ing a vulnerable part of her private life, is one of the reasons I do not
25 trust their intentions.
26
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28

1
2 27. In response to the Estate revealing her private emails, I can
3 only testify to what I know about them. One of them, I was present when
4 Melissa wrote it, it was to Raymone Bain and she copied and sent it to Al
5 Malnik as well, (both Jackson reps who had or would serve time an his
6 managers) explaining that Jackson might be comforted in some
7 knowledge she had, if they would relay the content of her email. (Ex. K,
8 a true and correct copy attached hereto)
9

10 28. **Melissa wrote in 1-12-05 (five months before the verdict):**

11 *"I just want him to know that he will not be convicted. Quite the opposite in*
12 *fact, as he will be completely exonerated both legally and in the eyes of the*
13 *public. I know it for a fact.....that MJ will not be found guilty"* Ex. K

14 **She continues on:***"I just want him to know. I want him to have*
15 *some peace. If there was an ounce of doubt in my mind, I would never toy*
16 *with something so sensitive as someone's life an offer up possible false*
17 *hopes. I have **no doubt** about this and that is why I feel ok about telling*
18 *him. **I won't be wrong.**"* (Ex. K, a true and correct copy attached hereto)
19

20 29. I saw her go out on a limb at this difficult time of Mr. Jack-
21 son's life and was there when she declared in January 2005, five months
22 before Mr. Jackson was found "not guilty" on all ten counts against him,
23 that he would not be found guilty of a single charge or count against him
24 and this was before Jackson's trial started and in total contrast to a
25 growing media and public sentiment at the time; as most believed Jack-
26 son would be convicted of something, at least a couple of lesser charges.
27
28

1 The Estate has framed this email and her 1993 spiritual experience, as
2 Johnson being some sort of crazy stalker fan of Michael's. However, as
3 with the forgoing examples in my declaration, just as before, the opposite
4 is true and what I have witnessed about Melissa since 2001, when I met
5 her and we started working on Jackson's charity.
6

7
8 30. Melissa does not boast about or talk about her near-death
9 type experience very often, nor does she predict the future or claim to be
10 a psychic, she has never obsessed over Mr. Jackson (although maybe his
11 charity) and I have seen her turn down opportunities to see or meet him.
12 I remember Melissa being reluctant to share her experience with Mr.
13 Jackson, via his staff, for this very reason, but she told me she did not
14 want to take credit for her work, she wanted it to go to God, where she
15 believes the work was inspired. I have known her for 10 years as a spir-
16 itual person and active in her church, but not overly religious as she has
17 been portrayed. She has made some strong claims about the future, as
18 it relates to things she was shown or told in her experience, but they
19 were sent as private mailings, and the fact remains that she is consist-
20 ently accurate and even a realist like myself is open to such claims, if a
21 person delivers on their assertions consistently enough. Several years
22 ago I remember seeing the TV series *Psychic Detectives* where at the end
23 of various shows a couple of police officers would concede that without
24 the help of this or that spiritually-inclined individual, they could not
25 have solved a crime. Often these police officers were a little uncomforta-
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1 ble in their admissions, but they were also thankful for the disclosure.
2
3 It's my view that certain people have gifts, and those gifts are possessed
4 by a list much shorter than those who claim to have them. Johnson,
5 however, is highly practical, grounded and industrious. She does not sit
6 in a corner with eyes rolled back muttering something under her breath.
7
8 Neither does she present herself as a guru who needs followers. Instead
9 I've observed her following Thomas Edison's much-quoted piece of advice:
10 "Genius is one per cent inspiration, ninety-nine per cent perspiration."

11 31. Melissa and I were told by a Jackson manager, Mr. Alexan-
12 der, that Mr. Jackson had his own spiritual advisor on the payroll and he
13 believed, like millions of others, that some people possess certain gifts
14 and she was not wrong to believe that Mr. Jackson may be open to the
15 possibility that she had an authentic spiritual experience in 1993,
16 relating to her inspiration for her work concerning HTWF. I have wit-
17 nessed many instances over the years that Melissa was often right (even
18 though her assertions about the future ran contrary to the odds, and
19 popular belief at the time) as conveyed in the emails referenced above, a
20 good call should not be characterized as a character flaw.
21
22

23 32. To show just a few examples, I noticed in the letter that Mr.
24 Spiegel presented to the court, specifically, his exhibit F, (ex. J, a true
25 and correct copy attached hereto) that while she was trying to explain
26 why Mr. Jackson and his charity should purchase up all domain name
27
28

property related to his name and initials, "MJ" she may have explained in 2002, the frenzy for his merchandise following his death.

In Spiegel's exhibit F (ex. J) Johnson states in 2002:

*"...Further, I **know** that HTWF and Mr. Jackson's name and all related projects are going to be internationally desired and the demand for anything MJ is going to be considered an instant and highly valued commodity. The MJ name will be bigger than the "beetles rage" of the sixties and will be more internationally marketed than ET or Star wars combined. You must buy up every variant of MJ "anything" virtual right now, as you have no idea what you may need to market online (the fastest growing international medium in History) in the future. ..." ex.J.*

33. Jackson was right to place his confidence in Johnson, whether or not she knew a thing or two about the future, she preserved valuable Jackson property for Michael Jackson, never taking a penny for her efforts and used her own money to do it. While I learned that John Branca on the other hand, made millions from Jackson, while failing to Protect 175 Triumph trademarks from being abandoned between November 1993 and November 1995 and Johnson secured over 40 HTWF and Jackson federal trademarks between Feb 2008-Sept 2009, the very same brands that were abandoned on Branca's watch. After Jackson's death, his paid employees continued to do nothing to protect the brands and I personally helped the charity secure an investor to protect an additional 346 international Jackson charity trademarks.

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2 34. I have witnessed firsthand (for over seven years) Johnson
3 diligently protecting Heal the World Foundation and its intellectual
4 property. I was often next to her while she talked to various Jackson
5 reps by phone (examples from emails) over the years and heard her plead
6 with them to defend their boss's IP. I also would regularly provide sug-
7 gestions to her on many of her outbound emails, and witnessed firsthand
8 Johnson's disappointment when various Jackson reps failed to protect
9 Jackson's assets on his behalf. I have also conversed with Johnson at
10 length about what she was doing to protect various trademarks.
11 Johnson became aware of the loss of certain trademarks, only after she
12 was in a position to do anything about defending them (see the Thriller
13 mark for 028).
14
15

16 35. I witnessed Melissa sacrificing her personal comfort and fi-
17 nancial security to take in homeless mothers and their children, just be-
18 cause she could not bare to see them suffer. For a decade I have ob-
19 served her using her own money to transition these same people into af-
20 fordable housing, and sometimes to set them up with a car and job, too.
21 I believe that her hands-on style has prepared and sensitized her for her
22 current role to run Heal the World Foundation without its founder, Mr.
23 Jackson.
24

25 36. In Feb, 2005, Melissa told me that Mr. Jackson had given
26 her Heal the World Foundation, and named her as director to replace
27 him. But the authorization itself was personally anticlimactic since I was
28

1 aware from Johnson that (1) Jackson was trying to put his financial
2 house in order, putting others in charge of his business affairs, just in
3 case an unfavorable verdict was handed down later in 2005. And (2),
4 possibly for the foundation to launch on a grand scale, money was need-
5 ed to fund its various initiatives (e.g. "Michael Jackson Telethon," "Mi-
6 chael's Army," and "MJ Magazine") and a hands-off role by Jackson indi-
7 cated that Johnson and I would have to continue to shoulder the
8 financial burden alone, and, (3), I was also burdened in the belief that
9 securing charity trademarks on top of yearly domain costs would simply
10 break both of us financially. Despite all this, Johnson and I still pressed
11 forward refining the initiatives and using her home as a half-way house
12 to enact on a much smaller scale the charity's service goals.

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16 37. Although we had to wait for Jackson's financial support and
17 direct involvement to launch the larger initiatives, still we managed to
18 scale up its MJ Web initiative, by providing a robust multimedia and
19 forum-based website before Jackson's passing. This site for months
20 became, amongst other things, a sounding board for grieving fans until
21 the Jackson Estate administrator's filed their lawsuit against the charity
22 in September 2009, shredding out credibility in the eyes of Jackson
23 supporters, many of whom labeled us thieves. With donations now stop-
24 ping, the situation got increasing worse, making it near impossible to vig-
25 ilantly fight this lawsuit.
26
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1
2 38. I worked daily with Melissa Johnson during 2005 and I sent
3 various HTWF correspondence and updated books to Jackson via Brian
4 Oxman to update Jackson on the charity's evolving initiatives. In the
5 early 1990s Michael Jackson instituted the World Congress of Children
6 (WCC) whose youth ambassadors were commissioned to identify the
7 unique problems that could be found in their part of the world and to re-
8 port back to HTWF. In 1995, forty six children from eighteen countries
9 met for three days of training seminars and mentoring at Neverland
10 Ranch. I have been instrumental in creating an HTWF Youth Board of
11 Advisors (YBA) that is the governing body of the WCC, which will be re-
12 instituted sometime after this lawsuit is over. Michael Jackson's chil-
13 dren and three others have been on the youth board since July 2010. I
14 participated in a meeting with Katherine Jackson that authorized the
15 children's participation in the charity. My plans are to make sure that
16 HTWF is not only a children's charity because it serves children, but be-
17 cause children actively shape the foundation's future, steering public
18 support towards its initiatives and seasonal projects.

19
20
21
22 39. When the Jackson Estate administrators recently attacked
23 the charity's efforts to bring national attention to an LA homeless shelter
24 (and thus shelters in general), they not only ended up disparaging one of
25 the beneficiaries who is also a board member of Heal the World, but also
26 dissuaded viewers from donating to or serving their local homeless shel-
27 ters.
28

1
2 40. I am a volunteer with HTWF, and have received no financial
3 compensation throughout my ten years of service. In September 2008,
4 Melissa asked me for 5,000 to cover a bunch charity trademarks she
5 wanted to apply for. At the time she had already applied for seven "heal
6 the world" marks (referring to trademarks related to the charity's name:
7 Heal the World Foundation, Heal the World or HTWF) and three charity
8 initiative marks (referring to trademarks related to the charity's initia-
9 tives: Michael Jackson, Michael or MJ). She told me she wanted to apply
10 for a couple of more charity name marks and a bunch of charity initiative
11 marks. At the time, having five boys (and one on the way) eating me out
12 of house and home, along with expenses associated with the beginning
13 with a new school year, Johnson was asking money from the wrong guy.
14 Later that year Johnson called and told me someone had contacted her
15 and asked if they could buy one of the domains. She agreed to do so if
16 he would give her \$4,500 so she could get various unprotected trade-
17 marks for the charity. The would-be buyer declined the offer and various
18 critical charity names and Jackson initiative marks remained unprotect-
19 ed and vulnerable to public acquisition, but it was the only time in ten
20 years of working with Melissa, that she compromised to consider selling
21 a charity domain.
22
23
24

25 41. In 2008, while living in Utah, with my wife and five boys, Melissa
26 called me and explained that all of the charity trademarks were in danger
27 of being acquired by third parties, we did not have the money to hire a
28

1 trademark lawyer to acquire all the marks we needed, so Melissa began
2 studying trademark law and application processing and she asked me to
3 do some design work for her. I was paid by her, (eventually) to created
4 some logo's, design work, put the logo's on products that she chose from
5 certain distributors (digitally) and publish the completed product online.
6 I did the design work for the trademarks and Melissa studied the law and
7 filed the applications with the USPTO.
8
9

10 42. Since 2001, I have been the web master for most of the HTWF web-
11 sites. We have never been asked to remove any website containing Mr.
12 Jackson's name, image or related trademarks. I have taken the screen-
13 shots and PDFed much of that type of evidence, HTWF provided in Dis-
14 covery and to the court. I have also reviewed a bunch of emails where
15 Johnson shares the URLs with various Jackson reps.
16

17 43. In August of 2003, I attended Mr. Jackson's birthday event, and
18 was a witness to him talking about Michael's Army, an HTWF initiative. I
19 also was aware that Melissa gave Mr. Jackson a Michael's Army and
20 TGOL book, on that day.
21

22 44. Melissa sent HTWF brochures to me throughout the years and I
23 kept them at my office in Utah and Wisconsin. In 2009, I purchased
24 some brochures from HTWF, so we could distribute them with Mr. Jack-
25 son's name and logo on it. We did this due to the frenzy of bootleggers
26 out selling Jackson memorabilia, while the Michael Jackson brand was
27 abandoned at the USPTO. It was crucial, the charity did not lose this
28

1 brand, but our intention was never to keep it from the Estate. However,
2 once they attacked us publicly in the media on 8-11-2009, falsely claim-
3 ing to the world we had "no connection whatsoever" to Jackson's camp,
4 we could no longer remove Jackson's name off our websites, per there
5 request only days later. This would have led the public to believe that we
6 were agreeing that we were fraudulent, as claimed by the Estate. Irrepa-
7 rable harm would come to our charity and therefore, we voted to keep his
8 name and likeness up online.

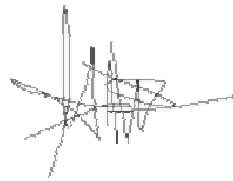
11 45. I recently did extensive research online and examined many docu-
12 ments to determine that the Estate had manufactured evidence against
13 us in order to bolster the claim for 'confusion' that had occurred in the
14 minds of the buying public.

16 46. I have worked beside and witnessed many things concerning John-
17 son and HTWF in the past ten years of my volunteer service that I simply
18 do not have the time and wherewithal to list in this declaration.

20 I swear under penalty of perjury under the laws of the United States that the foregoing
21 is true and correct.

22 Dated: April 12th, 2011

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By: _____

MEL WILSON