



Oklahoma High School  
Mock Trial Program  
2017-2018

**State of Oklahoma**  
**V.**  
**Dany Ramsey**

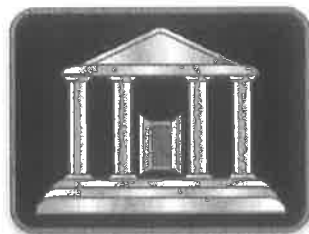
Written by

Lydia Anderson Fields, Melissa Peros, Nathan Richter, Shea Bracken, Dan Couch and

Kevin Cunningham

*OBA Mock Trial Case Development Committee*

The Mock Trial Committee thanks our dedicated Case Development Committee for this exciting original case. We hope you find these materials interesting and educational. Best of luck during the competition!



**OKLAHOMA  
BAR FOUNDATION**  
Law. Education. Justice.

Oklahoma Bar Foundation, IOLTA Grant

**WITNESS AND EXHIBIT LIST**

<b>PROSECUTION WITNESSES</b>	<b>DEFENSE WITNESSES</b>
Logan Valentino	Dany Ramsey
Officer J. Lannister	Monroe LaFayette Hookston
Sawyer Edgar, M.D.	Davis Easley, M.D.

<b>EXHIBIT*</b>	<b>EXHIBIT NAME</b>
Exhibit 1	OKC Police Department Call Report
Exhibit 2	OKC Police Department Investigation Report
Exhibit 3	Diagram and Photos of Crime Scene- 6 photographs
Exhibit 4	Expert Report from Sawyer Edgar, M.D.
Exhibit 5	Photos of Item found at Scene of Investigation- 2 photographs
Exhibit 6	Arrest Warrant for Dany Ramsey
Exhibit 7	Lyrics "Silence the Critic" by Dany Ramsey
Exhibit 8	Text Messages between Snow, Ramsey and Valentino
Exhibit 9	Expert Report from Davis Easley, M.D.
Exhibit 10	Recording Contract between Heisenburg and Four-Rocks Records
Exhibit 11	Arrest Warrant for Logan Valentino

\*The preceding exhibits may be used by teams in competition. They are pre-marked and are to be referred to by number.

## STIPULATIONS

The State and Defense stipulate to the following facts:

1. There is no issue of jurisdiction or venue.
2. The applicable law is contained in the jury instructions. These may not be read into the record. Pleadings and jury instructions may not be objected to at the trial.
3. The exhibits are true and authentic copies. Their authenticity may not be challenged. Unless stated otherwise, admissibility of exhibits may be challenged on other grounds.
4. The witnesses gave their statements on the dates indicated in the case. Each witness was given the opportunity to review the statement prior to and in preparation for trial.
5. The trial is only addressing the guilt or innocence of the Defendant. The sentencing phase shall take place only if the verdict is guilty. Any reference to possible sentencing, including the range of potential punishment is immaterial and inadmissible.
6. Whenever a rule of evidence requires that reasonable notice be given, it has been given.
7. Miranda rights were administered properly to the Defendant. Defense counsel was present for Defendant's statement.
8. The recording contract between Heisenburg and Four Rocks Records is a valid and enforceable contract and the terms set out in the Exhibit are true and accurate.
9. Sommers Garrett left Heisenburg in early 2014 and was relieved of any contractual obligation of Heisenburg at that time.
10. The Wheatville benefit concert negated Heisenburg's financial gains of the two previous months of touring. The exact amount is irrelevant, but it is stipulated that the benefit concert's expense incurred by the band was equal to two (2) months of income from touring.
11. Alex Snow died at/in The Rising Sun.

## STATEMENT OF THE CASE

(This is intended as a summary only and not to be used as evidence in the trial)

This is a criminal trial focused on the death of Alex Snow on November 2, 2014. The Defendant Dany Ramsey is accused of committing the crime of First-Degree Murder under Oklahoma law. The charges have been brought by the Travis County District Attorney on behalf of the State of Oklahoma. Dany Ramsey is the lead singer of Heisenburg, a rock band. The victim, Alex Snow, was also a member of Heisenburg. The primary issue in this case is whether Dany Ramsey committed the crime as charged. Secondary issues include determining the weapon/object used, how Alex Snow actually died, motive/premeditation, and other questions supported by the facts and elements required by the law.

Defendant Dany Ramsey was raised outside Wheatville, Oklahoma. To say Dany Ramsey had a troubled childhood would be an understatement. For ten (10) years, Dany Ramsey's mother was in a military program that required annual travel, some domestic but mostly international, eight to nine (8-9) months of the year. Dany Ramsey's father worked at the factory in Wheatville until he moved the family to Avery, Oklahoma in 2006. Dany was not very good at sports or school so music became both an outlet and passion. Soon after beginning to play and write music, Dany joined with several other kids from the school and they started the group that became Heisenburg.

Alex Snow was the guitar player and back-up vocalist for Heisenburg. Alex Snow also wrote most of the music and lyrics for Heisenburg. Over the last few years, Dany Ramsey sought to be more involved in the writing process. However, as the demand for more and more original music increased, Dany Ramsey was unable to equal Alex Snow's creativity and production. At the time of Alex Snow's death, national record labels had started showing greater interest in securing the services of Alex. In fact, two months before passing, Alex was invited to Nashville, TN to co-write and help produce several tracks for Taylor Sherran's next album. Most of the members of Heisenburg saw Alex Snow as the better singer, lyricist and musician. However, Dany was never convinced that Alex was an all-around better artist. Alex Snow died sometime overnight on November 1-2, 2014.

### **History of Heisenburg**

Dany Ramsey started Heisenburg with Logan Valentino and Alex Snow during the summer of 2007. Shortly after forming, the group added Sommers Garrett on drums and began focusing exclusively on music. Over the past five years, Heisenburg has steadily gained regional exposure and recognition. In 2011, Heisenburg was invited to play South by Southwest ("SXSW"), an annual event held in March in Austin, Texas. Since starting in 1987, SXSW has grown into a world-renowned collection of music, art, entertainment, technology, film, and source for creative collaboration. As for music, thousands of acts perform during the week-long event at hundreds of venues throughout the Austin area. SXSW has been a launching pad for countless bands to reach national and international recognition. Heisenburg performed at SXSW for several years and became one of the primary musical showcase acts in 2013. The success generated by Heisenburg's 2013 SXSW performances led directly to large record label interest and support for the "Twenty-Three Going on Eighteen" tour in 2014.

In the summer of 2013, Heisenburg was offered and signed a record deal with Four-Rocks Records. While Heisenburg received a significant payment up-front, \$800,000, under the record deal, like most record contracts, those funds were an advance that had to be paid back through performance fees, music sales, and licensing agreements. Once the advance was returned, then Heisenburg would have started earning a larger share of the money they were generating.

Contrary to Heisenburg's initial understanding, signing the record deal with Four-Rocks Records was not the "We've Made It" moment the members anticipated. Each member was individually and

collectively responsible for repaying the advance from Four-Rocks Records. So, each member was responsible for repaying \$200,000, to Four-Rocks Records. One fact to consider in this situation is that had Alex Snow been picked up by a major label or otherwise moved across the Four-Rocks Records' structure, Alex would no longer be individually responsible for paying back the advance. The remaining members of Heisenburg would have shouldered that financial obligation. Under Heisenburg's contract with Four-Rocks Records, the advance must be paid back so long as Heisenburg and/or the core members are in existence as a group or playing music for pay. Sommers Garrett left the group in early 2014 before the Tour began and was released from all contractual obligations. So, even before Heisenburg played their first professional-label gig, they were down to three members responsible for repaying the Four-Rocks Records advance.

In summer 2014, Heisenburg was invited to play a benefit concert in downtown Tulsa, OK for Dany Ramsey's hometown of Wheatville. Wheatville had been damaged by an earthquake earlier in the year and, while Dany Ramsey no longer had any family members in the area at the time of the earthquake, the members of Heisenburg re-arranged their touring schedule to include the benefit concert. The Wheatville benefit gig was another point of contention among the members of Heisenburg, specifically Dany and Alex. As a benefit concert, Heisenburg donated their time and performance, they did not receive any payment for the gig. As such, the benefit caused a significant increase to the Four-Rocks balance that the band members owed due to the costs associated with rerouting the band and their equipment off the "Twenty-Three Going on Eighteen" Tour. That single benefit performance ended up wiping out the gains made during the previous two months of touring. Even though everyone agreed to help out, the financial impact on the band was worse than anticipated and arguments became common during the final months of the Tour.

On the evening of November 1, 2014, Heisenburg headlined a show at the Rising Sun. The Rising Sun gig was the week before the "Twenty-Three Going on Eighteen" Tour was scheduled to end. The Tour lasted from March 17, 2014 through the Rising Sun gig in November but was cancelled on November 2, 2014, after Alex Snow's body was discovered. Heisenburg headlined the entire tour and played nearly 110 shows across Oklahoma, Texas, Louisiana, Arkansas, Tennessee, Missouri, Kansas, Illinois, Indiana, and Ohio before the tour was cancelled.

**IN THE DISTRICT COURT OF TRAVIS COUNTY  
STATE OF OKLAHOMA**

STATE OF OKLAHOMA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. CF-2014-123
	)	
DANY RAMSEY,	)	
	)	
Defendant.	)	

**INFORMATION**

**STATE OF OKLAHOMA, COUNTY OF TRAVIS:**

I, Harvey Dyke, the undersigned District Attorney of Travis County, State of Oklahoma, in the name and by the authority, and on behalf of the State of Oklahoma, give information that on or about the 2<sup>nd</sup> day of November 2014, in said County of Travis in the State of Oklahoma, Dany Ramsey, did then and there unlawfully, willfully, knowingly and wrongfully commit the crime of:

**COUNT 1:**     **MURDER IN THE FIRST DEGREE**, a felony, in violation of Oklahoma State Statute Title 21, Section 701.7(A), by deliberately and intentionally taking the life of Alex Snow when the Defendant, Dany Ramsey, did then and there with malice aforethought cause the death of Alex Snow by striking the neck/head of Alex Snow with great force, thereby inflicting mortal wounds which caused death, contrary to the provisions of section 701.7(A) of title 21 of the Oklahoma Statutes and against the peace and dignity of the State of Oklahoma.

By:     Harvey Dyke  
Harvey Dyke, OBA #100  
District Attorney in and for  
Travis County, State of Oklahoma

## LEGAL AUTHORITY

### **Oklahoma Statutes:**

#### **Title 21, Chapter 24, Section 701.7 – Murder in the First Degree**

- A. A person commits murder in the first degree when that person unlawfully and with malice aforethought causes the death of another human being. Malice is that deliberate intention unlawfully to take away the life of a human being, which is manifested by external circumstances capable of proof.
- B. A person also commits the crime of murder in the first degree, regardless of malice, when that person or any other person takes the life of a human being during, or if the death of a human being results from, the commission or attempted commission of murder of another person, shooting or discharge of a firearm or crossbow with intent to kill, intentional discharge of a firearm or other deadly weapon into any dwelling or building as provided in Section 1289.17A of this title, forcible rape, robbery with a dangerous weapon, kidnapping, escape from lawful custody, eluding an officer, first degree burglary, first degree arson, unlawful distributing or dispensing of controlled dangerous substances or synthetic controlled substances, trafficking in illegal drugs, or manufacturing or attempting to manufacture a controlled dangerous substance.
- C. A person commits murder in the first degree when the death of a child results from the willful or malicious injuring, torturing, maiming or using of unreasonable force by said person or who shall willfully cause, procure or permit any of said acts to be done upon the child pursuant to Section 843.5 of this title. It is sufficient for the crime of murder in the first degree that the person either willfully tortured or used unreasonable force upon the child or maliciously injured or maimed the child.
- D. A person commits murder in the first degree when that person unlawfully and with malice aforethought solicits another person or persons to cause the death of a human being in furtherance of unlawfully manufacturing, distributing or dispensing controlled dangerous substances, as defined in the Uniform Controlled Dangerous Substances Act, unlawfully possessing with intent to distribute or dispense controlled dangerous substances, or trafficking in illegal drugs.
- E. A person commits murder in the first degree when that person intentionally causes the death of a law enforcement officer, correctional officer, or corrections employee while the officer or employee is in the performance of official duties.

#### **Title 21, Chapter 24, Section 701.9 – Punishment for First Degree Murder**

- A. A person who is convicted of or pleads guilty or nolo contendere to murder in the first degree shall be punished by death, by imprisonment for life without parole or by imprisonment for life. A person who is convicted of or pleads guilty or nolo contendere to murder in the first degree, as described in subsection E of Section 701.7 of this title, shall be punished by death or by life without parole and absent an overwhelming amount of mitigating evidence shall

not be entitled to or afforded the benefit of receiving imprisonment for life or deferment of the sentence.

## JURY INSTRUCTIONS

### **Oklahoma Uniform Jury Instructions (OUJI):**

#### **OUJI-CR 1-8: Opening Instruction:**

You have been selected and sworn as the jury to try the case of the State of Oklahoma versus Dany Ramsey. The defendant is charged with the Crime of Murder in the First Degree by an Information filed by the State.

The Information in this case is the formal method of accusing the defendant of a crime. The Information is not evidence and the law is that you should not allow yourselves to be influenced against the defendant by reason of the Information.

The defendant has pled not guilty. A plea of not guilty puts in issue each element of the crime with which the defendant is charged. A plea of not guilty requires the State to prove each element of the crime beyond a reasonable doubt.

The defendant is presumed innocent of the crime and the presumption continues unless after consideration of all the evidence you are convinced of his/her guilt beyond a reasonable doubt. The defendant must be found not guilty unless the State produces evidence which convinces you beyond a reasonable doubt of each element of the crime.

Evidence is the testimony received from witnesses under oath, agreements as to fact made by the attorneys, and the exhibits admitted into evidence during the trial.

It is your responsibility as jurors to determine the facts from the evidence, to follow the law as stated in the instructions from the judge, and to reach a verdict of not guilty or guilty based upon the evidence.

#### **OUJI-CR 4-60: Homicide – Causation**

No person may be convicted of homicide unless his/her conduct caused the death of the person allegedly killed. A death is caused by the conduct if the conduct is a substantial factor in bringing about the death and the conduct is dangerous and threatens or destroys life.

#### **OUJI-CR 4-61: Murder in the First Degree - Elements:**

No person may be convicted of murder in the first degree unless the State has proved beyond a reasonable doubt each element of the crime. These elements are:

First, the death of a human;

Second, the death was unlawful;

Third, the death was caused by the defendant;

Fourth, the death was caused with malice aforethought.



#### **OUJI-CR 4-62: Murder in the First Degree – Definition of Malice Aforethought**

"Malice aforethought" means a deliberate intention to take away the life of a human being. As used in these instructions, "malice aforethought" does not mean hatred, spite or ill-will. The deliberate intent to take a human life must be formed before the act and must exist at the time a homicidal act is committed. No particular length of time is required for formation of this deliberate intent. The intent may have been formed instantly before commission of the act.

#### **OUJI-CR-4-63: Murder in the First Degree – Proof of Malice Aforethought**

The external circumstances surrounding the commission of a homicidal act may be considered in finding whether or not deliberate intent existed in the mind of the defendant to take a human life. External circumstances include words, conduct, demeanor, motive, and all other circumstances connected with a homicidal act.

#### **OUJI-CR-4-95A: Murder in the First Degree – Defense of Heat of Passion**

A person who kills another person in the heat of passion cannot have the deliberate intent required for murder in the first degree. Thus, malice aforethought and heat of passion cannot coexist.

#### **OUJI-CR 8-46: Defense of Self-Defense - Justifiable use of Deadly Force**

A person is justified in using deadly force in self-defense if that person reasonably believed that use of deadly force was necessary to prevent death or great bodily harm to himself/herself or to terminate or prevent the commission of a forcible felony against himself/herself. Self-defense is a defense although the danger to life or personal security may not have been real, if a reasonable person, in the circumstances and from the viewpoint of the defendant, would reasonably have believed that he/she was in imminent danger of death or great bodily harm.

#### **OUJI-CR-8-49: Defense of Self-Defense - Burden of Proof**

It is the burden of the State to prove beyond a reasonable doubt that the defendant was not acting in self-defense. If you find that the State has failed to sustain that burden, then the defendant must be found not guilty.

#### **OUJI-CR 8-50: Defense of Self-Defense - When Defense not Available**

Self-defense is permitted a person solely because of necessity. Self-defense is not available to a person who was the aggressor, provoked another with the intent to cause the altercation, or voluntarily entered into mutual combat, no matter how great the danger to personal security became during the altercation unless the right of self-defense is reestablished.

#### **OUJI-CR-8-51: Defense of Self-Defense - Defense Reestablished**

A person who was the original aggressor, provoked another with intent to cause the altercation, or voluntarily entered into mutual combat may regain the right to self-defense if that person withdrew or attempted to withdraw from the altercation and communicated his/her desire to withdraw to the other participant in the altercation. If, thereafter, the other participant continued the altercation, the other participant became the aggressor and the person who was the original aggressor, provoked another with the intent to cause the altercation, or voluntarily entered into mutual combat) is entitled to the defense of self-defense.

### **OUJI-CR-8-52 Defense of Self-defense - No Duty to Retreat**

A person who was not the aggressor, did not provoke another with intent to cause an altercation, or did not voluntarily enter into mutual combat has no duty to retreat, but may stand firm and use the right of self-defense.

### **OUJI-CR 9-1: Evidence – Inferences**

You should consider only the evidence introduced while the court is in session. You are permitted to draw such reasonable inferences from the testimony and exhibits as you feel are justified when considered with the aid of the knowledge which you each possess in common with other persons. You may make deductions and reach conclusions which reason and common sense lead you to draw from the fact which you find to have been established by the testimony and evidence in the case.

### **OUJI-CR 9-2: Direct Evidence Defined**

"Direct evidence" is the testimony of a person who asserts actual, personal knowledge of a fact, such as the testimony of an eyewitness. "Direct evidence" may also be an exhibit such as a photograph which demonstrates the existence of a fact. It is proof which points immediately to a question at issue and which proves the existence of a fact without inference or presumption.

### **OUJI-CR 9-3: Circumstantial Evidence Defined**

"Circumstantial evidence" is the proof of facts or circumstances which gives rise to a reasonable inference of other connected facts that tend to show the guilt or innocence of a defendant. It is proof of a chain of facts and circumstances that indicates either guilt or innocence.

### **OUJI-CR 9-4: Direct and Circumstantial Evidence – Weight**

The law makes no distinction between the weight to be given to either direct or circumstantial evidence. You should consider circumstantial evidence together with all the other evidence in the case in arriving at your verdict.

## STATEMENT OF LOGAN VALENTINO

1 First off, I did not kill Alex Snow. I might have hated Alex at times but we'd all spent  
2 years in way too close quarters, travelling endlessly, and playing gigs night after night. We were  
3 all best friends but we all wanted throw each other out of the tour van every now and then. Every  
4 group goes through times like that. I never imagined it would actually happen.

5 I started jamming with Dany (Ramsey) when we were kids back in Avery, OK in 2006.  
6 We were never good at sports or school so we started playing together. I'm not sure we ever  
7 thought it would be as big as it got but pretty early I remember feeling like we were good. We  
8 grabbed Alex Snow for guitar and eventually, Sommers Garrett for drums. After practicing  
9 together for several months, we could play a 45-minute set, mixed of covers and originals. We  
10 sucked for a long time but kept at it and eventually started generating some buzz. Dany though,  
11 was always talking about how amazing we were. Dany thought we were rock stars in high school.  
12 Dany kept talking about how everyone stared at us because they were jealous. Well, if I am honest  
13 I think people stared at us because they thought we were strange. Dany and Alex especially. I can't  
14 say that I was all about the band but they were. Alex would walk around humming alone; it was  
15 like Alex never even noticed. Alex was genius. But Dany, was selfish and just way to full of "Dany  
16 first". Dany was always making odd comments to people and telling them that they were "lucky  
17 to get a free show" or "just wait until people found out they knew us when". It was weird in high  
18 school. We were nobodies. I think our first professional gig involved getting paid in pizza and  
19 fountain drinks. Once we started seeing strangers at gigs who actually came to hear us play, I  
20 realized we were getting fans and we decided to change the group name because "Paid in Pizza"  
21 probably didn't sound as cool as we thought it did.

1           Outside of music, we all ended up liking science in school so we eventually named the  
2 band after a legendary chemistry teacher who inspired us to learn science and apply it in real life.  
3 I'd heard some Alabama house band did the same thing before they got big, so it sounded like a  
4 cool way to name the group. That's how we came up with Heisenburg. Of course, if you ask Dany,  
5 I am sure you will get some story about how "it was all Dany". To be honest, I feel like Dany never  
6 even acknowledged the fact that we had another name. Dany thought changing your band name  
7 when you got popular is just too uncool. I have never met another person who cared so much about  
8 being cool. I think that was what really caused the friction between Dany and Alex. Dany really  
9 thought that Dany was the only reason the band was together. It really rubbed Dany the wrong way  
10 that Alex was our songwriter and people came for those lyrics. It was like Dany thought he/she  
11 was better than Alex at everything. That was just not the case. Dany was just like the rest of us.  
12 Dany was never really a date magnet, but Alex sure was. And Alex got lots of attention. Someone  
13 asked me to describe Alex once and all I could think of was that Alex was a dark, cool strange but  
14 captivating person. Kind of like Jim Morrison of the Doors or Johnny Depp in those pirate movies  
15 you know. I have never seen a person write a song so fast or serenade people into an utter stupor  
16 like Alex could. Alex was something else, but Alex had some really strange tendencies. I guess  
17 you could say that there was no in-between, it was either hot, cold or crazy.

18           There was always tension between the band members but it was nothing that we couldn't  
19 handle. Well, I take that back. It was always something we could handle until the tour started in  
20 2014. We had some strange occurrences before that—knockdown drag out fights and screaming  
21 matches between Dany and Alex happened a lot during the original recording sessions. I think it  
22 got a little bit worse when Sommers left the band before the tour started in March of 2014. I'm still  
23 not real sure of the details but I know the contract we signed had some strange provisions.

1 Basically, it boiled down to the fact that, even though we all split our signing bonus, a cool  
2 \$800,000 between the four of us, we were all on the hook for paying back the entire thing. I guess  
3 really the band was on the hook for the money as long as we kept performing. You would be  
4 surprised at how long it takes to pay that kind of money back, especially when tour costs keep  
5 adding to the total owed. We all thought when we signed the contract that we would have it paid  
6 off from album sales. Guess that didn't happen. But when Sommers left, Dany and Alex got into  
7 a huge screaming match over the money. Dany kept yelling that Alex didn't seem to care enough.  
8 I never really got it. I think Alex just wanted to be left alone, and Dany could be a bit much. I  
9 wasn't there for the whole fight, and I left after the screaming started, but the next day, Alex totally  
10 had a black eye. Alex didn't want to talk about it, so I just let it go. Let sleeping dogs lie you know.

11 Things really got tense when Dany made us change our entire schedule to play the benefit  
12 in Wheatville. I guess it had been a bit odd before that because Dany was getting more and more  
13 aggressive about us playing his/her songs. Dany wanted to be involved in all the writing processes  
14 and that just didn't work for Alex. Alex used to tell me that writing a song required "disappearing  
15 into the void". I think I remember Alex telling me something about not being able to really do that  
16 with Dany buzzing around like a gnat more and more. I guess that might be in the text messages  
17 they sent each other after the Wheatville benefit. I was on that group message, but I never really  
18 paid attention to them. It was just another way those two could compete with each other, and I  
19 didn't care. I'm not really sure if I would even recognize the texts if I saw them. I guess the police  
20 might have asked me for them but I deleted them off my phone.

21 Sorry back to the benefit. I'm not really all about that "world responsibility" thing like  
22 Dany. I think we should just be responsible for ourselves. But Dany, man, it would just not stop.  
23 We have to do this. We have a responsibility. That's my old town. This is my band. On and on

1 until we just agreed. The problem came when we saw the cost. Rearranging our entire tour schedule  
2 really jacked us up. It basically set us back all the money that we had earned. Yep, a straight \$100K  
3 or more loss to us. With that kind of a setback, I don't think we were ever going to pay that advance  
4 back. Alex was pissed about it. That was when I really started to think Alex might want out of the  
5 band. If Alex left the band, Dany and I were going to be stuck with all the debt for the advance.  
6 That was not cool. Also, Alex was getting more and more distracted. National record labels had  
7 started showing greater interest in Alex's work and talent. In fact, two months before the Tour  
8 stopped, Alex landed a major-label individual gig of going to Nashville, TN to co-write and help  
9 produce several tracks for Taylor Sherran's next album. Listen, Alex was a genius and had the  
10 talent to be set for the life. If Alex had left us, I didn't know what I was going to do. I'm a good  
11 bass player but I really didn't think I had much of a chance if the band broke up. Alex told me all  
12 about it and told Dany about it too—more competition. Between that and the Wheatville disaster,  
13 they were going at it 24 hours a day, and I had enough. We had gotten to the point where none of  
14 us even wanted to be in the same room.

15 I guess we need to talk about the night they found Alex. That was a total mess. We were  
16 closing down the Twenty-Three Going on Eighteen Tour, and the fighting had started getting old.  
17 We always killed it on stage, but those last few weeks of the tour were one of the times none of us  
18 could stand to be around each other. We were becoming very professional in that the fans never  
19 saw the frustration and friction that had built up between some of us. Dany and Alex really seemed  
20 to be stepping all over each other around that time. They were like fuel on each other's fire, they  
21 could set each other off at the drop of a hat. But that friction also led to some very intense shows  
22 and the crowds were growing larger and more fanatic. We had to keep going to give the fans  
23 everything they wanted. Dany really seemed to feed off the crowd, and Dany's stage antics started

1 becoming more dangerous. For a long time, Dany used to hold a hand over a candle or open flame  
2 during a verse or chorus, but then started holding out longer and longer, just to feed into the crowd's  
3 frenzy. While that part of the show became very popular, I think Dany began to feel invulnerable  
4 to fire. Dany started extending the fire bit so long that it was cutting into some of Alex's guitar  
5 solos. So that used to set them off against each other after shows too. On the night Alex died, it  
6 was the worst. Dany kept the fire thing going way too long and thought she/he was killing it. Alex  
7 started a guitar part and, wow, the look on Dany's face—that would kill a person as quick as medusa  
8 for sure. Alex saw it, and I knew we were coming to a breaking point. I just saw it, you know?  
9 Dany and I were going to be stuck with all that debt. What a freaking mess. Oh, yea, did I mention  
10 that, if Alex got a separate contract, Alex wouldn't be responsible for anything because Alex was  
11 no longer "with the band". A freaking mess.

12         Look, I don't know how Alex died. But the police were all over us. They were convinced  
13 I had killed Alex. But I didn't. They were all over me about my bass being right in the room where  
14 they found Alex. I have no idea how it got there. I personally packed it up and made sure it was  
15 ready to get put on the equipment truck. People around the band are always messing with my stuff,  
16 and I hate that. Why can't people just leave my stuff alone? Alex had never touched my bass before  
17 but I guess it was right there when Alex died. That was the worst part of this whole thing—I may  
18 never get my bass back. I know that sounds rough, but that bass is like a part of me. It's like my  
19 arm. I think they were all over me too because they heard I had been around the Green Room.  
20 Listen, I don't know what people think about our shows but we are all around the entire back of  
21 the stage all the time. We have fans that come to see us, and we have to get ready. Unlike some  
22 other bands, we don't all have our own separate space. I remember being around back there and I  
23 saw Dany back there too. In fact, I remember hearing Dany yelling back in the Green Room at

1 some point but I can't remember when. I think it might have been after the show. Like I said, with  
2 the events on stage and the increasing friction between Dany and Alex, I think Dany was fired up.  
3 Dany was especially mad because Alex had apparently stopped responding to text messages. Like  
4 I said before, I cannot confirm that because I didn't pay attention but Dany went on and on about  
5 it. I actually remember Dany saying to me "Who does Alex think she/he is – I will make sure I'm  
6 not ignored anymore. I'm tired of Alex's criticism and things were better when Alex was silent".  
7 Hindsight is 20-20 and maybe at that point I should have realized that our band was more like the  
8 Hindenburg than Heisenburg.

9 After all the police work (whatever that is), they arrested Dany. If you want my opinion, I  
10 think Dany did kill Alex. Between the yelling, the anger, and that look that Dany gave Alex on that  
11 last night, I just feel it. Dany was a ticking time bomb with Alex and not being the center of  
12 attention. Dany could be violent. How else did Alex get that black eye? I bet Dany just lost it. That  
13 is what Dany does. Oh, and the song. You cannot forget about that. Dany was all about "Silence  
14 the Critic" and I had never heard it before that night. The song is too similar to even dispute that it  
15 was about Alex. And Dany sure silenced Alex. Now we are nothing. Without Alex we are never  
16 going to go anywhere. What a mess.

I have given this affidavit of my own free on December 20, 2014 will and certify that my  
statements are the truth and I have nothing more to say.

*Logan Valentino*

\_\_\_\_\_  
Logan Valentino



## STATEMENT OF DANY RAMSEY

1 My name is Dany Ramsey and I just have to start off by saying two things: (1) I did not kill Alex–  
2 no way; and (2) I cannot help that people are jealous of my unmatched talent, swagger and devilishly  
3 amazing charm. People just need to deal with the fact that I am the best singer of my generation and  
4 Heisenburg is simply crushing it. I mean come on – even Stephen Tyler would want to be me.

5 So, for background what can I say—I was definitely a diamond in the rough. A shining star stuck in  
6 the dreary bleak world of Wheatville & Avery, Oklahoma. But I turned that in my favor. Sure, I cannot hide  
7 the fact that my early life was not “magic”. More than that, and you would know this if you read the article  
8 about me in Rolling Stone, I was never encouraged as a child. My Mom was absent to say the least. She  
9 traveled constantly and never had time to come to anything. All she cared about was her military job that  
10 made her feel special. Eight or nine months of the year, every year, mom would jet off around the country  
11 and around the world. And you know what she did with her dear child: left me. Oh sure, I got a trinket here  
12 and a “wish you were here” t-shirt there but I never got to go with her. I mean who just leaves their amazing  
13 child behind for most of the year? Even when she was home, Mom never really cared much. It was like she  
14 thought I was a burden. It was always “Dany – do your work”, “Dany, Stand Up Straight”, “Dany stop all  
15 that racket”. I mean come on! I am pretty sure that everyone wishes I was their child. Everyone but mommy  
16 dearest that is. That left me with my Dad. Look, I love my Dad, he is a good old Oklahoma boy, but  
17 “winner” would never be a word used to describe him.

18 Dad worked in a factory in Wheatville and then moved us to Avery, Oklahoma in 2006 for basically  
19 just another version of the same job. Seriously. He took me away from everything I had grown up with to  
20 do the exact same thing in a different place. I am so glad I am me—I never have to do the same thing or stay  
21 stuck, and I never will. The move was hard for me but I am a traveler anyway. It was actually the catalyst  
22 to my best idea ever: Heisenburg. I was not really into sports or grades – who cares about that stuff but high  
23 school lost souls – but man, music was a dream that just kept me going. When we moved to Avery, I was  
24 able to actually meet up with some great people and start a band. Mom sure did shout at us a lot to “cut the  
25 racket”, but I was all about my band. We practiced every free moment we had. In my room, in my garage,

1 even in the street! Man, those people in Avery never had any idea that they were getting a free concert every  
2 night. Oh, and my talent didn't just extend to my singing abilities. I am also an amazing song writer. People  
3 give Taylor Swift a bunch of credit for writing her own songs, but she can't even hold a candle to me. My  
4 music changes lives! Alex though, Alex just never understood my genius. Alex was always writing songs  
5 and pushing them on the band. I mean, I get it, I am a good friend and I can share the spot light, but Alex  
6 was so selfish. Alex kept trying to make Heisenburg the Alex Snow Show. Ugh. Yeah, the songs were great  
7 at first, but we needed to keep it going, and Alex just kept pushing. One time, Alex actually told me that  
8 her/his genius "outpaced me". It was like Alex thought every song I wrote sounded the same. I was like  
9 really— do you have any taste?!? But Alex was a sensitive soul. All the bandmates tried to placate Alex by  
10 saying that she/he was a better writer and singer than me. Who really needs that? Alex needed constant  
11 adoration. I am all about compromise, and I let Alex have the song writing light, but lately Alex was just  
12 not even with us. Alex tried to change the band. Alex changed. It was like I didn't even know Alex.

13 Oh, I lost myself. I was telling you about how I made Heisenburg a success. I started Heisenburg  
14 with Logan Valentino and Alex Snow during late 2006 after my move. I know that Logan has been saying  
15 we were originally called "playforpizza" or some ridiculous name and we came up with a new name to be  
16 cool. Logan is a cool person and a great bass player but just can't understand sarcasm. Our band was never  
17 named anything related to pizza – at the beginning we didn't have a name. Do you watch the "Big Bang  
18 Theory?" Logan is totally like that guy Sheldon: a bit of nerd, a good bass player, but doesn't get humor or  
19 sarcasm. You know the type. Plus, Logan interprets everything so weird. That caused a lot of tension  
20 between Logan and Alex. Alex got really frustrated about it. Alex yelled at Logan A LOT and Logan just  
21 never seemed to notice. Alex even made fun of Logan on our text thread. It was cruel. I think Alex would  
22 mess with Logan's bass just to screw her/him up. Logan is a bit OCD (or CDO because she/he is so  
23 compulsive they need to be in alphabetical order). Logan NEVER wanted anyone to touch the bass stuff.  
24 Now that we are talking about it, I remember seeing Logan pack up after the show, but then the bass showed  
25 up back in the Green Room that night. I bet Alex has something to do with that.

1           Sorry, back to the band. I did come up with the name Heisenburg – it was totally what we needed.  
2   We were really good. However, we need more bang to make sure people heard us and we added Sommers  
3   Garrett on drums. Those were good days. We focused on the music. The band played local gigs and really  
4   got the feel of the music from the beginning but we didn't start to get the attention we really deserved until  
5   2011. We had to pay our dues. It is something all the best have to go through, and I really thought it made  
6   the band stronger. In 2011, Heisenburg was invited to play South by Southwest, the best Austin music  
7   festival ever. You could not believe the excitement that overtook us when we got that gig. I was, like, out  
8   of my mind! I even ran down the street screaming! Of course, everyone was checking me out—it was cool.  
9   My bandmates were laughing. That was a day of magic for sure. We got to play with some of the best – of  
10   course - thousands of acts perform during the week-long event at hundreds of venues throughout the Austin  
11   area. That was huge for us. The crowd went nuts for me – us, Heisenburg. We got invited back for years  
12   and in 2013 got the coveted showcase act designation. That was great. You could just see the jealousy in  
13   the eyes of the other bands. They couldn't help but want to be us. And the fans, man they mobbed us  
14   everywhere we went.

15           That year was the beginning of our Rock Star Anthem. I was so good on stage—I was on fire. And  
16   that was all it took for Heisenburg to get a record deal. And it was a big one. We signed the deal in July of  
17   2013, and it was like winning the lottery. Four-Rocks Records was after us. They wanted Heisenburg, and  
18   we were in! We got \$800,000 cash. That was \$200,000 for each of us. It was like nothing else. I finally got  
19   to live my life – YOLO! And after that it just kept going. In 2014 we got to do our first major tour - the  
20   “Twenty-Three Going on Eighteen” tour. Oh, right, you want to know more about the contract. I gave a  
21   copy of it to the lawyers. The advance is in there. I'm certainly not a lawyer, but it had a bunch of crazy  
22   provisions. We didn't care. We just wanted to make sure we were getting the music out there. There was  
23   something in there about us not earning our share for a while, I guess until the advance was covered or  
24   something, but with our popularity that was no problem. We were going to rake in the cash. The whole band  
25   knew it. We split the advance up equally and each of us agreed that we would be responsible for our share  
26   of the cash. Nah, we didn't write it down. Do I look like a lawyer to you? I know for sure I don't look like

1 an accountant. Hahaha. I'd hire people for that. And besides, it's not like we need a "pre-nup" to be a band.  
2 We all got it.

3 It wasn't until later that we realized that each one of us was responsible for the entire amount of the  
4 payback. Plus, we didn't make more profit from the albums and tours until we actually repaid the entire  
5 amount. We figured that out when Sommers Garrett left us high and dry in 2014 right before our tour. I  
6 don't even know what happened. Things were great. We were rolling. The recording sessions were done,  
7 and the album was going gangbusters. The tour was going to be a revelation and Sommers just up and left.  
8 Leaving us holding the bag for that \$800,000. Guess I should have paid more attention to the contract. There  
9 was this weird thing in there about us always being responsible for the money as long as the "core members"  
10 stayed around and played music as a band. Who came up with that? And what does that even mean? Man,  
11 these contracts are so vague you can't even do anything with them. You can read it. I doubt anyone would  
12 understand it any better than we did. You know, it was strange, we were all really worried about the money  
13 and making sure we got the debt taken care of, but Alex just didn't care. It was like there was no worry for  
14 the future there. Sometimes I got the feeling that Alex didn't plan on being around for the whole ride. That  
15 was what I meant when I said that Alex wasn't even really with us anymore. It was the change. I remember  
16 hearing something about how if Alex signed a new deal the rest of us would have to pick up that share.  
17 Sure, that is weird. But really, it's not like it would matter to me. Heisenburg was going to be successful for  
18 a long time. That money is a drop in the bucket.

19 So, let me get on with finishing our story. In July 2014, Heisenburg was invited to play a benefit  
20 concert in downtown Tulsa, OK for Wheatville. I am sure everyone knows about the devastating earthquake  
21 that took out the majority of Wheatville in 2014. That was rough, and I really felt like we had to play the  
22 gig to give back. That old town was a big piece of my story, and I knew that I had a responsibility as a  
23 celebrity. I mean, who else was going to make sure that they were going to get attention? I made sure that  
24 we re-arranged our tour schedule to make the concert. That decision was not popular. At least not when it  
25 came to Alex. Alex acted like we had no global responsibility or something. I think you have the text  
26 messages we sent back and forth. I mean it was like Alex didn't care about anything, but what benefited

1 Alex. It was all “me, my money, my future”. It was strange, because before, Alex cared nothing about the  
2 money. Then, Alex was crazy about it. You can see that in the messages. I know it set us back a bit, because  
3 we had additional costs to pay back, but like I said, we were huge. The money wasn’t going to be an issue.  
4 Alex just didn’t like that I got the spotlight. Alex hated that it was my idea and it made the band even more  
5 popular. I tried to tell her/him that was nuts, but Alex just kept on. Over and over. Then Alex straight up  
6 stopped answering. That was just rude.

7 I guess that brings us to the night of November 1, 2014. That night wrecked me. I am going to have  
8 be in counseling for years. That was the night that we played as headliners at the Rising Sun. The gig was  
9 a compilation of bands and we were the main draw, for sure. The gig was epic. Just epic. I was crushing it  
10 and my fire walking routine fired the crowd up. Oh, I haven’t told you about my specialty. I do this great  
11 thing called the “Fire Walk” where I hold my hand over an open flame, while I sing the chorus of the band’s  
12 most famous song. I am so good at this part. This time it was about 2 minutes long. Alex gave me a look  
13 that could kill, but I was getting the job done to make sure our fans got the best show ever. They always  
14 love me, but that was a particularly good night. I added some lines from a song I wrote, “Silence the Critic”  
15 - and they got even more frantic. People loved it. But Alex needed the spotlight and totally covered up my  
16 lyrics with a guitar solo that wasn’t even in the song. What a jerk. We had talked about adding the lyrics  
17 earlier, but Alex was totally against it. Alex actually hit me. But it just fired me up to perform better than  
18 ever. You can’t dwell on stuff like that when you have to carry a band. I knew Alex was just being a prima  
19 donna and didn’t want my lyrics to outshine Alex’s performance. I won’t lie, I was hot about it. After the  
20 show I tried texting Alex to tell say we needed to talk, but surprise, no answer. Whatever. I went back by  
21 the Green Room because I wanted to find Alex. She/he was just lying on the couch and didn’t say a thing.  
22 That was odd. I didn’t see Logan before that, but I remember seeing Logan lurking in the hall when I walked  
23 out. The bass was just chilling with Alex. Like I said, I bet Alex was messing with Logan. But I tell you  
24 what, I left after that. I never went back, and I did not go in there after Logan. Alex was in the same position  
25 when I left, never even moved. I got no response. Typical.

1           Let me explain about my lyrics. First, you have to know it's all about the lyrics and melodies I  
2 create. I am the face of Heisenburg, and fans connect with my face and my voice. Some people enjoy the  
3 guitar solos and we usually include a drum solo every now and then but my voice and my swagger keep  
4 people coming back to shows. My newest song, which had been in preparation for a long time, was called  
5 "silence the critics". There has been a lot of talk but I am going to put it all to rest - "Silence the Critic" is  
6 not about Alex. That song was written months before Alex died. I don't know what Logan is thinking  
7 saying he/she never heard it. Logan is not the most observant, and more likely than not, didn't hear anything  
8 we talked about anyway. Let me explain about my song. I got a few bad reviews recently. They weren't  
9 even from legitimate sources, but in the age of non-stop, unfiltered social media I must fend off crazy ideas  
10 before they spread. I wrote "Silence the Critic" about showing those people that they could never stop my  
11 genius. I will stand tall, no matter what they say about me. I know the way and welcome all who seek the  
12 truth to follow. I will build a road to show the way for generations. I've always been a lone wolf designed  
13 to thrive when others can't seem to survive. I don't need to rely on anyone else, I handle my business with  
14 my two hands. My skills, my talent, and dedication to my craft have created the success for Heisenburg.  
15 Without me, Heisenburg would be nothing. Without me, Heisenburg is nothing.

16           I didn't know anything about Alex leaving the band, or was even thinking about it, but it would not  
17 have made a difference to me either way. Since Alex died, I have felt relieved and my creativity has returned  
18 and I hope to return to music so that the world can receive and share my gifts. Alex leaving the band would  
19 have done the same thing but I sure didn't kill Alex. The police were crazy about this situation. They were  
20 all over Logan and then suddenly BAM, Logan is in the clear?? I think Logan cut a deal to testify against  
21 me. The fingerprint thing might be the most absurd reason to arrest a rock star that I have ever heard.  
22 Seriously? Come on, I am a creative genius. Logan may not like people touching the bass stuff, but when  
23 you are writing a new song you need to use everything – including the bass. I must have touched that thing  
24 a hundred times. It's not like it gets wiped down with bleach every night. My fingerprints could have been  
25 on there for years. I'm innocent and they will never be able to stop me from improving the world with my  
26 passion and talent. Like I said before, there were a lot of people backstage, and Alex didn't even move. I

1 didn't lay a finger on Alex, and I had no reason to want Alex dead. It didn't matter to me either way, the  
2 band was going to make it no matter what.

I have given this affidavit on December 23, 2014, of my own free will and certify that my statements are the truth and I have nothing more to say.

A handwritten signature in black ink, appearing to read 'Dany Ramsey', written over a horizontal line.

Dany Ramsey

## STATEMENT OF MONROE LAFAYETTE HOOKSTON

1 My name is Monroe LaFayette Hookston, and I've worked at The Rising Sun for decades.  
2 Most people call me "Captain," and I've been answering to that nickname for years. I don't  
3 remember where I got that name, but it's a classical literary reference; plus, Monroe LaFayette  
4 Hookston is a mouthful, and Captain rolls off the tongue easily. I've been known to hook bands  
5 up with whatever they need for a gig. Whether it's a mic stand, new strings, water, food, stand-in  
6 musician (I've done that a time or two), or a replacement instrument, if you are performing and  
7 you need something, let me know and I will hook you up. So, the nickname started as Captain  
8 Hook and was eventually shortened. I was born and raised in Natchez, Mississippi, on Commerce  
9 Street about a block down from the Glen Auburn mansion. My family moved to Oklahoma when  
10 I was twelve and I've lived here ever since. My parents were part-time musicians, so I was exposed  
11 to music very early in life. Music is my life's passion and, while I can't play an instrument, I try  
12 to provide a creative environment for those that can play and perform.

13 For the last fifteen years, I've managed The Rising Sun venue and am so proud of how  
14 important it has become. I started here by sweeping and mopping the floors. It wasn't quite a  
15 glorified entry into the music industry but that work got me in the door and I got to see some of  
16 the biggest acts come through Oklahoma. I have also seen some of the biggest bands from  
17 Oklahoma before they got big. I saw Criss County Reedwag, a red-dirt group from Stillwater,  
18 before they got signed. I also saw Chain the Rhino, before they moved to Kentucky, changed their  
19 name and really took off. Pawns of the Iron Age also played a few gigs here before they broke out  
20 nationally. The Toulouse Sisters have played The Rising Sun dozens of times. Kings of Neon  
21 started outside Nashville, TN, but several members were born in Oklahoma, and the group wore  
22 out the lanes of I-40 playing gigs between Oklahoma and Tennessee for years. KON, for short,



1 played many shows at The Rising Sun before they made it big in the U.K. (United Kingdom) and  
2 then back in the States (United States). Look, I see hundreds of bands each year across all genres  
3 of music, and I could go on naming acts for a long time, but Heisenburg was special. They were  
4 following the paths of those big acts before Alex's death, and I was really upset to see them lose  
5 the momentum they had worked so hard to build.

6 I run shows at the Rising Sun four nights a week. Wednesday night is college night where  
7 we offer a limited "food" menu—cheese pizza or no-cheese pizza. We sell very few no-cheese  
8 pizzas. Thursday nights feature local acts from the area and Friday/Saturday nights are for touring  
9 bands. Some are regional and some are on a national tour, but we always arrange some local  
10 opening support. Early on, Heisenburg would open for other acts but they started headlining gigs  
11 fairly quickly. More often than not we fill the venue on weekends. The fire marshal set our  
12 capacity at 1,900, but I just make sure the space is filled. The Rising Sun is an all-ages venue,  
13 since we rarely serve alcohol. However, there have been certain limited engagement shows that  
14 were sponsored by a drink company. For those nights, we restrict admission to 18 or 21 and over  
15 depending on the needs of the band and sponsor. RojoToro has sponsored a few gigs recently. No  
16 matter the group, sponsor, night or "food" served, The Rising Sun always offers the highest quality  
17 entertainment in the area.

18 One of the biggest draws we have is taking care of the artists and catering to their needs.  
19 Again, whatever they need, the Captain can hook them up. I always strive to provide privacy for  
20 those acts that want it. The Rising Sun's Green Room is legendary. It's an area away from the  
21 crowd where artists can hang out alone or with select fans before and after shows. It's a place of  
22 exclusivity and reprieve from the demands of performing. Access to that room can be limited to  
23 only performers or, if requested, admission can be allowed to selected individuals. The allowance

1 is left entirely up to the performers and their management. It can host an intimate pre-show song-  
2 writing session or it can be a post-show private party. Countless acts have spent time in that room  
3 throughout the history of The Rising Sun. You've probably heard the phrase "If walls could talk",  
4 well the Green Room's walls would tell tales that rival Shakespeare's best.

5 Legend has it that The Rising Sun got its name from that room. There is a mirror on the  
6 west-side of the room that is shaped like a fleur-de-lis. The mirror has been in that same spot for  
7 as long as I can remember. The window on the top of the east-side wall allows the morning sun to  
8 come in and reflect off that mirror, lighting up the entire room. The effect is that those privileged  
9 few who stayed overnight got to bathe in the light of the rising sun. I've seen it a hundred times  
10 and while the reality is not as impressive as the legend sounds, that can still be a cool way to end  
11 a night. That fleur-de-lis mirror is said to have originally hung in some New Orleans house of ill-  
12 fame or something back in the 1800s. I'm not certain of the history but it's definitely an old mirror  
13 that has seen some of the biggest musical acts with ties to Oklahoma.

14 It was an amazing set. Heisenburg was at the peak of their showmanship. They had spent  
15 months on the road throughout 2014 and were a week out from closing the Tour. The opening acts  
16 were good but the crowd was very amped up for the main act. Heisenburg started about 15 minutes  
17 late and I had to go back stage to break up a fight between the band. Apparently, Dany and Alex  
18 had been arguing again over some not-so-good lyrics that Dany wrote and kept trying to work into  
19 a song that was already done and on the set list. They were yelling at each other, and I watched  
20 Alex get in a good punch or two on Dany's head. The fight was no big deal, stuff happens, and it  
21 was just the creative juices running through true artists. Trust me, I've broken up a ton of  
22 arguments between band members and even between different bands. Anyway, the show  
23 eventually started and the performance was spectacular.

1 Heisenburg had a fill-in drummer for the last few months of the 2014 Tour since Sommers  
2 Garrett had parted ways from the group earlier during 2014. I know Sommers leaving the band  
3 had caused a bunch of problems financially with the remaining members of the group. Apparently,  
4 the members didn't read their record deal close enough to see that the money they got for signing  
5 was really a loan that had to be paid back. That record-deal advance is one of the cruel realities in  
6 the industry that most bands don't make it through. I know Heisenburg had the talent to make it  
7 still, but losing one of the four people responsible for paying that advance back early in a  
8 professional tour was certainly a difficult chapter in their story. The Rising Sun gig was still  
9 awesome.

10 Heisenburg played a 75-minute set without taking a break. Dany was keeping the crowd  
11 engaged and the fire-walker performance was as epic as ever. Alex was clearly upset, and the  
12 guitar solo that followed ended up lasting through the final chorus for that song, which took away  
13 from Dany's vocals. Through seeing them live many times and interacting with the group on and  
14 off stage, I know Alex was the better musician and certainly the better lyricist, but being a  
15 professional means not showing bad emotions on stage or doing anything that interrupts the  
16 connection with the crowd. Extending that guitar solo was a selfish move for that song.  
17 Thankfully, the rest of the gig went smoothly, and Heisenburg ended the show with the crowd  
18 chanting for more. Always leave them wanting more!

19 After the show, the band spent time with some fans signing merchandise. The members  
20 had a very late dinner of cheese pizza, and they crashed either in the tour bus or around the venue.

21 I saw Alex lying on the couch in the Green Room around 3 a.m. I figured Alex was  
22 sleeping, so I didn't do anything at that time. For the most part, Heisenburg's instruments and  
23 equipment were already packed up but I remember seeing Logan's bass guitar leaning on the couch

1 next to Alex. I'm not sure why it was there because Alex has never touched a bass as far as I know.  
2 Logan is quite protective of the tools of the trade and would never have left the bass outside its  
3 case. Anyway, after checking around the place I stopped by the Green Room again and noticed  
4 Alex had moved to the floor, except Alex was lying face-down in front of the couch. Logan's bass  
5 looked like it had been knocked over because it was on the ground too. I got closer and noticed  
6 two red marks or holes on the back of Alex's neck and what looked like some blood. I rolled Alex  
7 over and realized Alex was not sleeping. I tried to wake Alex up, but did not get any reaction or  
8 response, so I called 911. I don't know much about medical stuff, but, looking back now, I think  
9 Alex was already dead by the time I called. No one else was in the room, but I know Dany and  
10 Logan had been in there between the times I passed by and noticed Alex. I think I passed Logan  
11 when I left the Green Room the first time, and I remember running across Dany later on. Dany  
12 even asked me if I knew where Alex was and I said the Green Room. I didn't think anything of it  
13 at the time, the performance was perfect and everything had settled down as far as I knew.

14 Alex was not the first death we have had connected with The Rising Sun. I know it sounds  
15 bad, but part of the legend of this place is the fact that some artists played last shows here. There  
16 was one gig, the RojoToro gig actually, where a bass player had way too much of the free  
17 RojoToros that were offered as part of the sponsorship. That crap is some type of energy drink  
18 and having a dozen or so, not surprisingly, will cause some careless actions and chest pain. The  
19 bass player ignored the warnings and had a baker's dozen or so before the band's set even started.  
20 A few songs into the set that bass player attempted a crowd dive from the top of the bass drum.  
21 Problem was, the bass drum, the big round one at the bottom, wasn't stable and was about ten feet  
22 from the edge of the stage. So, the "dive" almost made it to the front of the stage. Worse yet, the  
23 bass player jumped back up and took a second leap closer to the edge of the stage. Now, I'm not

1 one to criticize an artist attempting to express his or her art, but a crowd dive usually works only  
2 where there is a crowd to catch you. The eight or so people right in front of the flying bass player  
3 parted and the cold dark floor brought a swift end to that artistic expression. Thankfully, the bass  
4 player didn't die until sometime after the set ended but we learned that the fall and the effects of  
5 the energy drinks caused some heart condition that killed him. While attendance drops some after  
6 an incident like that, eventually there is a direct increase in attendance because of the incident.  
7 Fans are drawn to their artists and want to feel something, even if it's some kind of connection to  
8 a place where the artist was. I'm not one to profit directly from someone's passing, but I wouldn't  
9 stay in business if I didn't capitalize on opportunities. I feel really bad for Heisenburg. Had they  
10 kept going on the trajectory of success, then I know The Rising Sun's legend would have grown  
11 with them. They would have been another artist that had made it with my help. Sure, it sucks that  
12 Alex died, but the death of the group is the greater tragedy.

I have given this affidavit on November 24, 2014 of my own free will and certify that my statements are the truth and I have nothing more to say.

*M. L. Captain Hookston*

Monroe LaFayette Hookston

## STATEMENT OF OFFICER J. LANNISTER

1           One foot out the door. This phrase has commonly been expressed to me among my peers  
2 at the Oklahoma City Police Department as this is my thirty-second (32nd) year on the police  
3 department. In an effort to wind-down my lifetime of investigating crime scenes, I recently  
4 purchased high-end camera equipment and plan to pursue a passionate hobby of mine,  
5 photography. Even though I am towards the end of my career, investigating crime scenes and  
6 solving crimes is one of my best skills. In fact, I have been referred in the local newspaper as  
7 “Sherlock Holmes” of Oklahoma City. I have lived in the greater Oklahoma City area the majority  
8 of my adult life. I am a die-hard Oklahoman that bleeds Thunder blue. If I am not at Thunder  
9 games or taking photographs, I am enjoying a nice glass of craft root beer.

10           While I consider Oklahoma City my home, I did not grow-up in this great State. I grew-  
11 up in a small home in the inner city of Detroit, Michigan. I had a big family with a small house. I  
12 shared my bedroom with two of my other brothers. My dad was a factory worker, and my mom  
13 was a stay-at-home mom. From childhood, my parents instilled in me hard work and made sure I  
14 focused on my studies and did not get distracted with all the temptations around me. Even though  
15 I was focused, my grades were average and I did not get into many colleges to which I applied.  
16 While Ivy League schools were out of reach, I still wanted to get out of the inner city. Therefore,  
17 I joined the United States Marine Corps infantry and proudly served eight (8) years.

18           How did I get to Oklahoma, you may ask? While on liberty (vacation in the military), I  
19 was taking photographs at Venice Beach in California when I bumped into the most amazing  
20 person I ever met, Trace Tillerson. Trace had a cute southern twang I never heard before, so I had  
21 no choice but to ask for a date. Thankfully, Trace accepted and the rest was history. At the time  
22 we met, Trace was a biology student at Oklahoma State University, and was with friends in

1 California for a spring break trip. Unfortunately, our story-book love story, including walks on  
2 the beach, was briefly put on hold as Trace had to return home to Oklahoma. But they say things  
3 happen for a reason. My contract with the Marines was soon ending, and I planned on attending  
4 college.

5 Uncharacteristic of me, I went out on a limb, and after several frank discussions with Trace,  
6 I decided to get out of the Marines and attend college at Oklahoma State University. I had never  
7 been to Oklahoma but had always heard it was a bunch of flat fields. Boy, when I arrived was I  
8 pleasantly surprised. I knew this was going to be a place I could spend the rest of my life. Our  
9 relationship continued to grow and I'm sure you can guess the rest of the story. We go on to  
10 graduate, we start a family, and I begin my career as a patrol officer with the Oklahoma City Police  
11 Department.

12 Alright, alright. I know enough about me. Let me get to the really important information  
13 and what you care most about. The crime scene and my investigation. Even though I have  
14 investigated hundreds or thousands of murders over the years, this one stuck out to me. Maybe  
15 because it involved a band my youngest daughter had a deep obsession with listening to their music  
16 and going to their concerts. So, I was familiar with their music and each of the bandmembers. In  
17 any event, I remember my initial call to evaluate the scene on that cold, dark night. It was simple  
18 and straight-forward. Dispatch had received a call from Monroe Hookston, manager of The Rising  
19 Sun. Hookston reported that one of the members of Heisenburg had been found unresponsive at  
20 The Rising Sun.

21 As an investigator, I am typically not out on routine patrol in a squad car. However, being  
22 on a patrol was some of the most intriguing work I conducted with the Oklahoma City Police  
23 Department. Therefore, every once in a while, I get an uncontrollable itch to patrol the streets.

1 You can blame it on my upbringing in inner city streets, but it is an itch that needs scratching. On  
2 the day in question, I was actually covering for a fellow officer that was out of the state celebrating  
3 an early Thanksgiving with his in-laws.

4 At approximately 04:30 a.m., on November 2, 2014, I received a dispatch call for an  
5 unresponsive person found inside The Rising Sun business. An ambulance was also called. I  
6 arrived within a few minutes of the call and entered the building. I saw several people standing  
7 around clearly upset. One of the things that really stuck out to me is the crime scene was a lot  
8 cleaner than I had witnessed with many other crime scenes. I have seen many scenes with  
9 gruesome details, and others where the perpetrator has hidden evidence, but neither was true with  
10 this crime scene. Something just didn't feel right when I walked into the room. There was a very  
11 limited amount of blood. Quite frankly, if I had not known Snow was dead, at first glance, it  
12 appeared as though Snow was simply sleeping. There were no obvious signs of struggle. The  
13 room appeared more as though Snow wanted to blow off steam and relax following a tiring concert.

14 I first made contact with Monroe L. Hookston as the person that reported the incident.  
15 Hookston did not feel comfortable speaking with everyone else in the room, so I separated  
16 everyone when taking their statements later that night. From there, I was led to a room behind the  
17 stage. Hookston indicated the room was a "Green Room" where performers and select persons are  
18 allowed to gather before and after an event. The room is not open to the general public but  
19 Hookston was not certain who, other than Dany Ramsey and Logan Valentino, had been inside the  
20 Green Room throughout that night and it was not uncommon for people to stay there overnight.

21 Once inside the Green Room, I observed the unresponsive person laying supine (face-up)  
22 on the floor near a couch. There appeared to be some blood pooled beneath the head/neck. This  
23 was the only blood I observed at the entire crime scene. I approached and checked for vital signs,



1 but did not feel a pulse and did not observe any chest movement. I decided against performing  
2 any CPR based on the lack of vital signs and the suspicious circumstances of the scene. The pooled  
3 blood had dried too much to have recently left the body. I further inspected the body but did not  
4 see any bruises, scratches, or signs of a serious struggle. This was quite puzzling to me. Had the  
5 victim been asleep or unaware? Based on my observations, due to lack of injuries, and position of  
6 the victim, this was the most likely scenario. As I was conducting my inspection of the body, the  
7 ambulance arrived but left after the medics confirmed there were no signs of life present. I radioed  
8 dispatch to update on the call. I requested back up, and requested that the Medical Examiner's  
9 office be sent to the scene. I continued my investigation. The investigation and M.E.'s reports  
10 were generated separate from my Call Report.

11 I then worked to secure the area and instructed Hookston to shut down the building but not  
12 let anyone leave without speaking to me first. I began taking notes of the scene as part of the  
13 investigation. Since the medics had confirmed the victim was deceased, I began to thoroughly  
14 inspect the victim's body and the nearby couch. I also inspected the floor area. Despite a more  
15 thorough inspection, I still did not see any obvious wounds before finding some marks at the rear  
16 of the neck. There was simply no evidence I saw to indicate there was a significant struggle or  
17 fight. There was no blood anywhere else on the victim's clothes other than the small pool under  
18 the neck area. In addition, none of the victim's clothes were ripped or appeared missing. Strangely  
19 enough, the victim was still wearing socks and shoes, elaborate jewelry, and full concert attire. It  
20 made me wonder if the victim had truly lied down to take a nap because the position did not seem  
21 to be comfortable. It was as though the victim just fell down and did not move. As with the  
22 victim's clothes, there was no significant evidence, or anything that stuck out to me on the couch  
23 or the area where the victim was found. The couch had obvious signs of wear and tear but I did

1 not see any blood or hair fragments. The same was true for the surrounding area of the floor.  
2 There was a dent in the floor near the victim's head but I assumed it was there prior to that night.

3 I continued to investigate the Green Room and shockingly did not see anything out of sorts.  
4 The only instrument not hanging on the walls in the room was a bass guitar lying near the couch  
5 where the victim was found. The guitar did not have any blood on it and appeared to be intact. I  
6 know little to nothing about bass guitars, but given its proximity to the victim, I secured it as  
7 possible evidence. There were no other significant pieces of evidence found. In continuing to  
8 inspect the Green Room, no objects were broken or shattered. None of the wall hangings had been  
9 moved or fallen off the wall. There was a card table in the opposite corner of the room with some  
10 empty cans. Other than the victim and the bass guitar, nothing else in the Green Room seemed to  
11 be out of place or significant pieces of evidence.

12 From there, I focused my investigation on the people that had been in and out of the room  
13 that night or had seen the victim prior to death. I did obtain identification and contact information  
14 for two people that had been located in the building and had confirmed access to the scene on that  
15 night. Those names are listed in my Call Report. As you might expect, I have spent many, many  
16 years evaluating witnesses, and based on my initial interactions I did not get a feeling, one way or  
17 another, about any of the witnesses. With that said, due to being the last person to see Snow alive,  
18 I identified an initial suspect-Logan Valentino, but did not make an arrest given the limited  
19 information available at the time. Additionally, Logan answered my questions to satisfaction and  
20 without suspicion. After obtaining the statements from each witness and concluding my initial  
21 investigation, I conducted one more walkthrough of the Green Room. I left the scene that day  
22 without confirming a murder weapon and any key suspects but I believed something bad had  
23 happened.

I have given this affidavit of my own free will on November 24, 2014 and certify that my statements are the truth and I have nothing more to say.

Officer J. Lannister  
Officer J. Lannister

STATEMENT SAWYER EDGAR, M.D.

1           My name is Sawyer Edgar. I am a Medical Examiner for the State of Oklahoma. I have  
2    been a medical examiner for nearly thirty (30) years. I have a background in criminal investigation  
3    but went to medical school to focus on pathology and incident investigations. I realized that a  
4    career focused on investigating death could be sustained forever. After all, death is a constant. I  
5    don't understand taxes and couldn't find a major involving change, so death seemed to be the most  
6    lucrative constant in life for me. I believe every person's death tells a story and the body and scene  
7    are like the words of the final chapter in that person's life. The final verse on Alex Snow was  
8    written by another person. Alex Snow was a victim of homicide.

9           My entire professional background has been spent investigating crimes-the forensic  
10   pathology side of investigations. I obtained my degrees from Canyon Ridge University in Forensic  
11   Pathology, B.S.; Criminal Forensic Investigations with Specialization in Homicide Pathology,  
12   M.S.; and a Ph.D. in Forensic Pathology in 1988. After school, I started working with the Medical  
13   Examiner's office in the Oklahoma Attorney General's Office. I know, most people did not know  
14   that the A.G.'s office had a medical examiner division but I helped start the program as a way to  
15   assist State law enforcement with investigations involving forensic pathology. In my opinion,  
16   nearly every crime committed leaves some trace of evidence. I have helped find that evidence and  
17   helped piece the criminal profile together for my entire career. Bad things just seem to happen  
18   over and over.

19           Since 1995 I have been a Medical Examiner with the Oklahoma Office of Chief Medical  
20   Examiner. This position has been my true calling. Nearly every day I get to look for evidence of  
21   crime and my conclusions have helped secure hundreds of convictions. I know police officers do  
22   the arresting, but I know criminals would not get convicted without my help. Every year I perform

1 hundreds of autopsies on victims of crime. In fact, I would say that most of my investigations have  
2 found criminal activity or an unnatural cause of death. Alex Snow's investigation was no different.

3 I conducted the autopsy on Alex Snow for a criminal incident that occurred on November  
4 2, 2014. I began the autopsy at 10:10 A.M. I performed the examination alone, as is my preferred  
5 approach. I do not want anyone there to offer any distracting opinions or confusing points of  
6 interest. I was there to find justice, and I believe I did so in this case. Throughout the examination,  
7 I kept picturing Alex Snow's family, and I wanted to find the evidence to put the killer away for  
8 them. Initially, I performed a visual inspection of the decedent as found and bagged at the scene.  
9 I removed and logged clothing and personal effects. I used to listen to the Rolling Stones a lot in  
10 school so seeing that t-shirt really caused me to reminisce about the innocence and freedom of  
11 youth. The fact that Alex's life was ended at such a young age is disturbing.

12 I logged the items as I removed them and I sent two small pills I found in Alex's front-left  
13 pocket for testing. Those pills were confirmed to be Warfarin or Coumadin, which is a commonly  
14 prescribed medicine for thrombosis or blood clots. I found the presence of that medicine odd given  
15 the young age of the victim but I do not know what kids are into these days and did not think much  
16 of it after logging them. After removing all clothing and personal effects, I performed a visual  
17 inspection of the entire body and noted my findings. The only real items of note were found at the  
18 posterior aspect of the neck. I logged the punctures, abrasions, and related injuries for that area  
19 but otherwise, found nothing remarkable.

20 The remainder of my autopsy involved opening the body to examine internal organs,  
21 structures, and related anatomy. As recorded in my report, other than the signs of blunt force  
22 trauma in the neck there was nothing worth noting. This really was an open and shut autopsy, as  
23 my conclusions did not change during or after the examination.

1 My conclusions in this case are based on my own investigation, the autopsy, my review of  
2 specific evidence, OKC Police Department Call and Investigation Reports with photographs, and  
3 the report from Dr. Davis Easley. Dr. Easley was retained on behalf of the Defendant and the  
4 conclusion of a natural death is therefore very questionable. As set out in my Report, I have  
5 sufficient publications and certification to qualify as an expert in this case. I offer the conclusions  
6 in my Report, but specifically state here that Alex Snow died as the result of a homicide, caused  
7 by blunt force trauma. Alex Snow was struck in the back of the neck by the bass guitar resulting  
8 in blunt force trauma injuries-internal decapitation which starved the brain of oxygen causing  
9 death.

I have given this affidavit on January 11, 2016 of my own free will and certify that my statements are the truth and I have nothing more to say.

Sawyer Edgar, MD  
Sawyer Edgar, M.D.

**STATEMENT OF DAVIS EASLEY, M.D.**

1           Good morning, I am Doctor Davis Easley. I run FInal, Inc. a Forensic Investigations Consulting  
2 Firm. I have been conducting forensic pathology investigations since 1978. While I was retained by the  
3 Defendant in this case, let me assure you that my opinions are based strictly on my own investigation and  
4 were reached independent of any influence or direction by the “defense”. In fact, I believe my conclusion  
5 is the only one supported completely by the available medical evidence. Too many signs of a natural cause  
6 of death were ignored by the State’s Examiner, Dr. Sawyer Edgar. In my professional opinion, Alex Snow  
7 died from natural causes. Specifically, Atrial-Fibrillation resulting in a blood clot originating near the heart  
8 that travelled toward the brain and interrupted the flow of blood, thereby depriving the brain of oxygen  
9 resulting in death. While this conclusion may seem unlikely, according to the State’s medical witness, a  
10 natural cause is the only theory that is wholly and completely supported by the evidence.

11           I completed my initial course of education in forensic pathology at the University of Southern  
12 Pangea in 1975, a bachelor’s of science “B.S.”. I continued to obtain a Master’s degree and eventually a  
13 Ph.D. in Forensic Pathology by 1978. My professional career began in the Pangea Medical Examiner’s  
14 Office where I was involved in hundreds of investigations and autopsies each year. Toward the end of my  
15 tenure as a Staff Medical Examiner, I was performing solo autopsies. In fact, starting in 1995, I became the  
16 Principal Medical Examiner for Pangea’s Criminal Investigation’s Office. In that role, I performed and  
17 supervised hundreds of examinations each and every year. In 2003, I was invited to sit on the U.S.  
18 Congressional Committee for Forensic Investigations of Mass-Casualties, which is a division of Homeland  
19 Security’s Terrorism Response Team. That position was a one-year term and involved some incredibly  
20 advanced training and confidential consultation for mass-casualty events that occurred both within the U.S.  
21 as well as incidents involving strategic partners around the globe. After completing my one-year term, I  
22 declined the offer to stay as I wanted to return to more local investigations. There was just too much  
23 violence around the world for me to sustain my desire to find answers in the face of sometimes

1 overwhelming loss and tragedy. So, in 2005, I began a consulting firm, Final, Inc., and have enjoyed the  
2 freedom to pick and choose the matters I get involved in.

3 Throughout my career I have made time to publish articles and papers on forensic investigation,  
4 and I would direct you to my Report, for additional details. My investigation of this case involved reviewing  
5 the OKC Police Department Call and Investigation Reports, along with all related photographs and  
6 diagrams of the scene; I also reviewed the report from Dr. Edgar, the State's Medical Witness; I also spent  
7 considerable time reviewing the autopsy report generated by Dr. Edgar. Otherwise, my opinions are based  
8 solely on my professional experience and education.

9 As an initial matter, I must address the obvious: Alex Snow was without a doubt struck at the back  
10 of the neck by a blunt instrument. That strike did result in internal injuries, including internal decapitation.  
11 However, that point is as far as I can agree with Dr. Edgar's theory of death. There is simply no evidence  
12 that the internal decapitation actually resulted in deprivation of oxygen to the brain. While the name alone  
13 indicates a serious injury, and I absolutely agree this type of injury is fatal in nearly all cases, there is nothing  
14 to suggest that the head and neck or body, as a whole, moved after the strike. Internal decapitation alone is  
15 not fatal, subsequent movement of the head or neck which often occurs because of destabilization is  
16 necessary to create an occlusion or obstruction of the structures leading to the brain. Since there is nothing  
17 in the evidence I have seen to indicate that the decedent's body was moved after the strike and before death,  
18 then I am unable to conclude that internal decapitation was or lead to the fatal injury.

19 It should be beyond dispute that Alex Snow died from an interruption of oxygen to the brain. The  
20 question for cause of death then becomes, what caused the interruption? Given the presence of clear support  
21 for A-Fib causing a blood clot that migrated, I am directed to the only plausible conclusion of a natural  
22 death.

23 Alex Snow was taking medication for blood clots. The autopsy confirmed not only the presence of  
24 medicine on Alex but the toxicology analysis showed a prolonged and consistent use of said medication. It  
25 is clear to me, that the decedent was susceptible to blood clots, had in fact received a diagnosis for the  
26 condition and, most importantly, was actively being treated for the condition. While this condition is rare



1 in young people, it is not impossible. Also, I am not aware of any recreational uses for the medication found  
2 on Alex Snow, so the likely reason for possessing those pills is through prescribed treatment. This fact was  
3 completely ignored by Dr. Edgar.

4 Also, the evidence of recent blood clotting near the decedent's heart coupled with the absence of a  
5 blood clot found in that area supports the clot-migration conclusion. Blood clots are literally masses of  
6 congealed blood that can usually be found by examination, either before or after death. While a blood clot  
7 was not found by Dr. Edgar, I believe Edgar was not looking for a natural cause of death. The absence of  
8 a confirmed blood clot does not convince me that this death was unnatural.

9 The C-1 fracture, punctures and abrasions to the posterior aspect of the neck were not severe enough  
10 to cause loss of life. In my opinion, Alex Snow had died before the neck strike occurred. This conclusion  
11 is consistent with the limited blood loss from the puncture marks on the neck and the related evidence.

12 Because of the medical evidence I have seen and the investigation information I have reviewed, I  
13 determined that Alex Snow's manner of death is natural, cause by Atrial-Fibrillation. As such, death was  
14 not caused by the actions of another person. My report sets out more details and support for my conclusions.

I have given this affidavit on January 18, 2016 of my own free will and certify that my statements  
are the truth and I have nothing more to say.

s/ Davis Easley, M.D.  
Davis Easley, M.D.

**EXHIBIT 1**  
**Call Report**



**OKC POLICE DEPARTMENT**

219 E. Main St.  
OKC, OKLAHOMA 73401  
Phone: (405) 555-9111

**OFFICIAL CALL REPORT**

Date Reported: November 2, 2014  
Time Reported: 04:30 a.m.

OKCPD Complaint No.: 12457

**CALL DATA**

**Incident type:** Unresponsive Person – Possibly Deceased

**Location of Occurrence:** The Rising Sun, 1403 E. Flaming Lips Alley, OKC, Oklahoma 73401

**Type of Premise:** Private Business-Live Music Venue

**Responding Officer:** Officer J. Lannister

**Reporting Party:** Monroe L. Hookston, Manager of The Rising Sun

**Initial Investigation Data**

**Identification of Unresponsive Person:** Alex Snow, member of Heisenburg group

**Method of Identification:** Driver's license found on body; also confirmed by persons present

**Apparent Injury and Method:** Unknown, some pooled blood beneath head/neck but no obvious signs of injury or struggle from initial review. No other blood found at scene.

**Time of Injury:** Exact time- Unknown; Approximate time- between 2:00 a.m. to 4:00 a.m.

**Persons Present at Scene**

Name: Logan Valentino, member of Heisenburg group  
Contact Information: c/o Talent Management, 1750 Vine St., Los Angeles, CA 90028

Name: Monroe L. Hookston, a.k.a. "Captain"; manager of The Rising Sun  
Contact Information: Rising Sun Music Hall, 1403 E. Flaming Lips Alley, OKC, Oklahoma 73401

Name: Dany Ramsey, member of Heisenburg group  
Contact Information: c/o Talent Management, 1750 Vine St., Los Angeles, CA 90028



### Suspect(s)

Name: Logan Valentino- last to see unresponsive person awake and conscious. Not arrested at scene. There were no other confirmed suspects at the scene.

### Narrative

I was covering a patrol in a squad car overnight on the day in question. At approximately 04:30 a.m. on November 2, 2014, I received a dispatch call for an unresponsive person found inside The Rising Sun business. An ambulance was also called. I arrived within a few minutes of the call and entered the building. I saw several people standing around clearly upset. I made contact with Monroe L. Hookston, the manager of The Rising Sun and was led to a room behind the stage. Hookston indicated the room was a "Green Room" where performers and select persons are allowed to gather before and after an event. The room is not open to the general public, but Hookston was not certain who had been inside the Green Room throughout that night and it was not uncommon for people to stay there overnight.

Once inside the Green Room, I observed the unresponsive person laying supine (face-up) on the floor near a couch. There appeared to be some pooled blood beneath the head/neck. This was the only observed blood. I approached and checked for vital signs but did not feel a pulse and did not observe any chest movement—breathing signs. I decided against performing any CPR based on the lack of vital signs and the suspicious circumstances of the scene. The pooled blood had dried too much to have recently left the body. However, it was hard to ascertain with certainty the time of the death. The ambulance arrived but left after the medics confirmed there were no signs of life present. The medics also did not report any significant signs of injuries or causes of death. I radioed dispatch to update on the call. I requested back up, I requested that the Medical Examiner's office be sent to the scene, and I began an investigation. The investigation and M.E.'s reports were generated separate from this Call Report.

I then worked to secure the area and instructed Hookston to shut down the building but not let anyone leave without speaking to me first. I began taking notes on the scene as part of the investigation. I did not see any obvious wounds at the time but did not move or roll the body over in order to preserve the scene as I found it. I also did not see any signs of struggle or significant pieces of evidence. I did obtain identification and contact information for two people that had been located in the building and had confirmed access to the scene on that night. Those names are listed in this Call Report. I identified an initial suspect-Logan Valentino but did not make an arrest given the limited information available at the time. No weapons were confirmed at scene.

I, Officer J. Lannister, prepared this Call Report on November 2, 2014.

Reporting Officer: Officer J. Lannister

Supervising Officer: Sergeant Tywin

**EXHIBIT 2**  
**Investigation Report**



**OKC POLICE DEPARTMENT**

219 E. Main St.  
OKC, OKLAHOMA 73401  
Phone: (405) 555-9111

**OFFICIAL INVESTIGATION REPORT**  
**Homicide Division**

Case Number: 2014-11-01-12457H  
Date of Call/Event: November 2, 2014  
Reporting Officer: Officer J. Lannister  
Investigating Officer: Officer J. Lannister  
Investigation Division: Homicide  
Address of Scene: The Rising Sun, 1403 E. Flaming Lips Alley, OKC, Oklahoma 73401

**Information from Call Report- General Description of Scene:**

Unresponsive person found inside an internal room located at the rear of The Rising Sun music hall in OKC, Oklahoma. The scene did not seem too much out of normal. There were no significant signs of struggle and no significant pooling of blood. There was no blood located on the walls, furniture, or anywhere else in the room other than on the victim and the floor immediately beneath the victim's neck. The room appeared consistent with the description of a lounge or green room.

I first made contact with Monroe L. Hookston as the person that reported the incident. Hookston was waiting for me right as I entered the building. Hookston described the scene as a "Green Room" where performers and select persons are allowed to gather before and after an event. The room is not open to the general public and large crowds are never allowed to gather or hang out in the room. However, Hookston is not always in the room, so Hookston was not certain who had been inside the Green Room throughout that night other than Dany Ramsey and Logan Valentino, both members of the band that performed earlier in the night. While it was not uncommon for people to stay in that room overnight, no one was reported to have stayed in the room other than the victim. The room was primarily used as a place to hang out before and after a concert. On the night in question, the Green Room appeared to be a lounge.

**Scene:**

The victim was laying supine (face-up) on the floor near a couch. There appeared to be some pooled blood beneath the head/neck. This was the only blood observed at the entire crime scene during the initial investigation. It was unclear whether the victim had fallen onto the couch and rolled off or how the victim ended up on the floor. I along with the medics confirmed the victim was dead at the scene. The pooled blood had dried and there were no signs of life. Because the pooled blood had dried at the time I arrived, I determined the victim died no later than thirty (30) minutes before I arrived around 4:30 a.m. Other than the pooled blood, there were small bruises and puncture marks along the rear of the victim's neck, I did not see any bruises, scratches, or signs of a serious struggle. None of the victim's clothes were ripped or appeared missing. The victim was still fully clothed.



I dusted a few locations for fingerprints but found nothing of significance. I inspected the floor area where the victim was found. Despite a thorough inspection, I did not locate any helpful evidence. There was nothing that stuck out to me on the couch or the area where the victim was found. The couch had obvious signs of wear and tear but I did not see any blood or hair fragments. In fact, there were no hair samples found at the scene. The same was true for the surrounding area of the floor. There was a dent in the floor near the victim's head but I assumed it had been there before that night.

I continued to investigate the Green Room and nothing was out of sorts. There was a series of guitars hung along the walls of the room but they had been fastened and were more like permanent fixtures. The only instrument in the room that appeared usable, and apparently was used that night, was a bass guitar near the couch where the victim was found. The guitar did not have any blood on it and appeared to be intact. There were no other pieces of evidence found, but given the proximity to the victim, I secured the bass guitar as potential evidence and conducted a forensic analysis subsequent to my initial investigation. I confirmed at the scene that the bass guitar belonged to Logan Valentino. The forensic analysis is set out below. In continuing to inspect the Green Room, no objects were broken or shattered. None of the wall hangings had been moved or fallen off the wall. There was a card table in the corner opposite the victim with some empty cans but nothing there seemed related to the incident. Other than the victim and the bass guitar, nothing else in the Green Room seemed out of place.

I obtained statements from certain people that had been in the Green Room around the time of the victim's death. Due to the fact that Valentino was the last to see Snow alive, Logan Valentino was the initial suspect.

Diagram of Crime Scene separately marked.

**Witnesses:**

None observed by reporting officer. Building manager reported finding the body and identifying two other witnesses who had been inside room within a few hours before the body was found. Witness 1- Logan Valentino; Witness 2- Dany Ramsey; Witness 3- Monroe LaFayette Hookston.

**Victim:** Alex Snow, identification confirmed by document, witness, and DNA testing

**INVESTIGATION AND CONCLUSION**

**Weapon:** After analysis, the bass guitar found near the victim's body has been identified as the weapon/instrument of injury.

**Fingerprints on Weapon:**

Fingerprint analysis on the bass guitar identified two persons as having held the instrument: Logan Valentino and Dany Ramsey. As shown in a separately labeled exhibit, the fingerprints of Logan Valentino were found throughout the entire body of the guitar and the strongest prints were located near the strings in the center and along the neck of the guitar. Logan's fingerprints are consistent with holding the bass guitar to play the instrument in a right-handed fashion. Specifically, Logan's right-hand fingerprints were located along the strings near the center of the guitar, along the "pickups" (electronics that pick-up string vibrations and translate into notes). Logan's left-hand fingerprints were identified on each of the tuners- which are located along the head of the guitar and are used to change the tuning of the strings. Logan's thumb was also identified along the entire length of the backside of the neck. See diagram for specific placement. My conclusion was Logan's fingerprints were consistent with Logan's use of the guitar for playing music.

Dany Ramsey's fingerprints were also located and identified on the bass guitar. Dany's fingerprints were not consistent with playing the bass guitar for music. Rather, Dany's fingerprints are consistent with

handling the bass guitar in a manner to swing the head stock. Specifically, Dany's right-hand fingerprints were identified along the neck of the guitar close to the body and were positioned in a manner consistent with holding the guitar in an upside-down manner. In other words, the tuners were facing away from the person holding the guitar. Dany's left-hand fingerprints were located and identified only on the edge of the guitar's body. The left-hand fingerprints were located on the backside of that part of the guitar and Dany's palm had been placed on the front-side of that part of the guitar. Holding the bass guitar where Dany's hands were placed, is not consistent with playing the bass guitar for music. Rather, that placement would be consistent with holding the guitar like a bat or some other object that is swung. My conclusion was Dany's fingerprints were consistent with Dany's using the guitar for something other than playing the instrument.

**Injuries to Victim:**

The bruises and puncture marks located at the rear of the victim's neck are consistent with a strike from the head stock of the bass guitar found at the scene. The bruises, while small, match the size of the tuners located on the "top" edge of the head stock of the bass guitar. The spacing of the bruises also align with measurements made of the tuners spacing. It appears the two tuners closest to the rest of the guitar actually made contact with the rear of the victim's neck. Most significantly, the puncture marks that were just "below" the tuner impact marks on the neck are the same size and spacing of the string gauges for the strings found on the bass guitar. The investigation photos do not show the strings protruding from the top of the head of the bass guitar but I clipped off those string pieces to have them tested for blood fragments, DNA remnants. The most-left puncture mark on the back of the victim's neck was made by a string gauge of 105, while the next puncture mark moving left-to-right, was made by a string gauge of 85. The strings on the bass guitar were, from largest to smallest: 105, 85, 65, and 45. These are the same as any standard bass guitar set-up. My conclusion is that the bass guitar strings caused the puncture marks observed on the back of the victim's neck and that the tuners on the "top" edge of the head of the bass guitar caused the bruises observed on the back of the victim's neck.

**Blood Testing:**

Blood testing has confirmed that trace amounts of Alex Snow's blood were on the tips of the 105 and 85-gauge string pieces. No blood was found on the other two string sections, 65 and 45. No other blood markers were identified on the string pieces I removed from the bass guitar I found at the scene. My conclusion is that the bass guitar did strike the victim in the back of the neck and caused bruising and punctures consistent with a strike from the head of the instrument.

**Conclusion:**

After conducting and completing my investigation, and after reviewing the M.E.'s report, I determined that Dany Ramsey was a suspect. Dany Ramsey was arrested.

**Photos from Investigation:**

1- Venue floor (I took); 2- Green Room (given to me by Hookston); 3 & 4- Heisenburg show on Nov. 1, 2014 (received from attendees); 5 & 6- Crime Scene (I created). After initial investigation at scene, I took and created two photos of the bass guitar in question. One photo shows the placement of fingerprints and the second photo shows where blood was found.

I, Officer J. Lannister, prepared this Incident Report on December 15, 2014.

Investigating Officer: Officer J. Lannister  
Supervising Officer: Sergeant Tywin

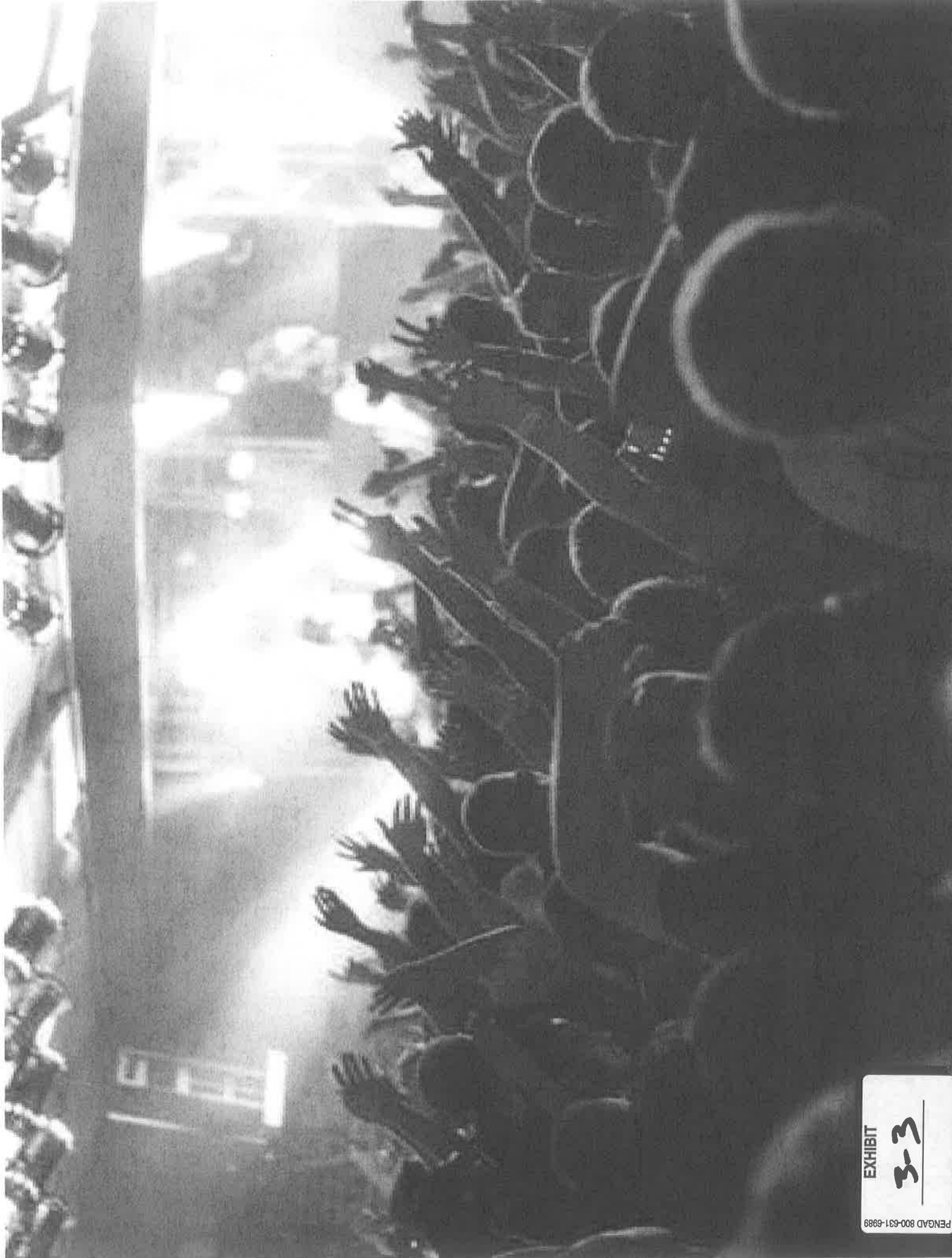


EXHIBIT  
3-1  
PENGAD 800-631-0989



EXHIBIT  
**3-2**  
PENGAD 800-631-6989

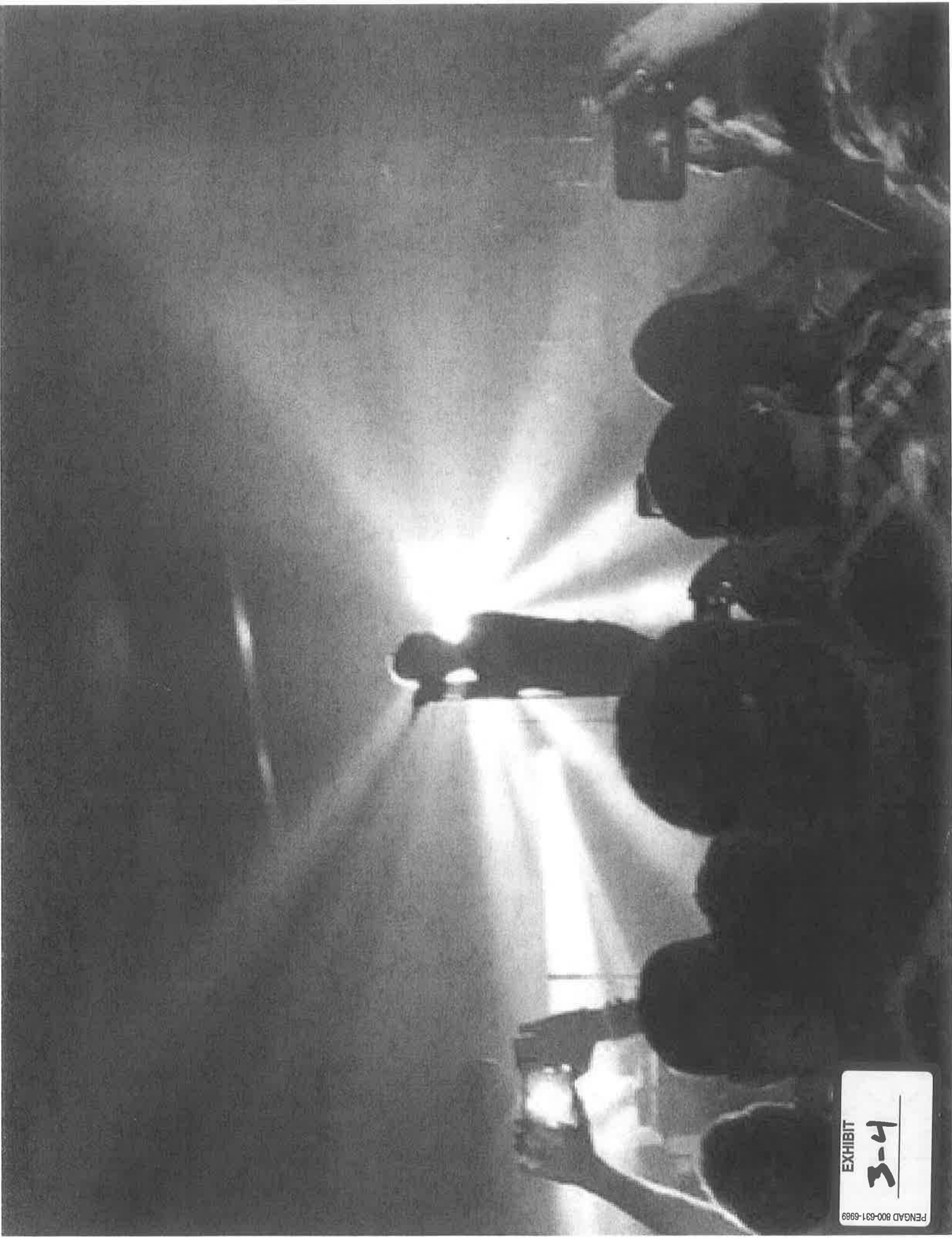




EXHIBIT

3-3

PENGAD 800-631-6989

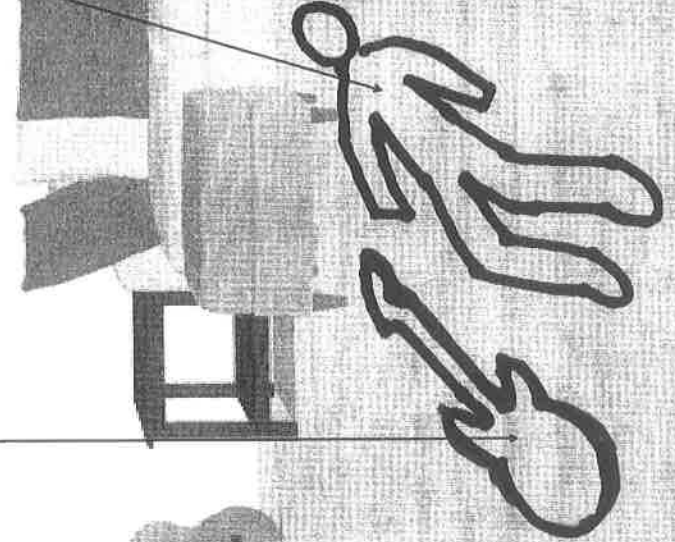


PENGAD 800-631-6989  
EXHIBIT  
3-4

Bass Guitar as found by Officer Lannister on Nov. 2, 2014

Victim's Body as found by Officer Lannister on Nov. 2, 2014

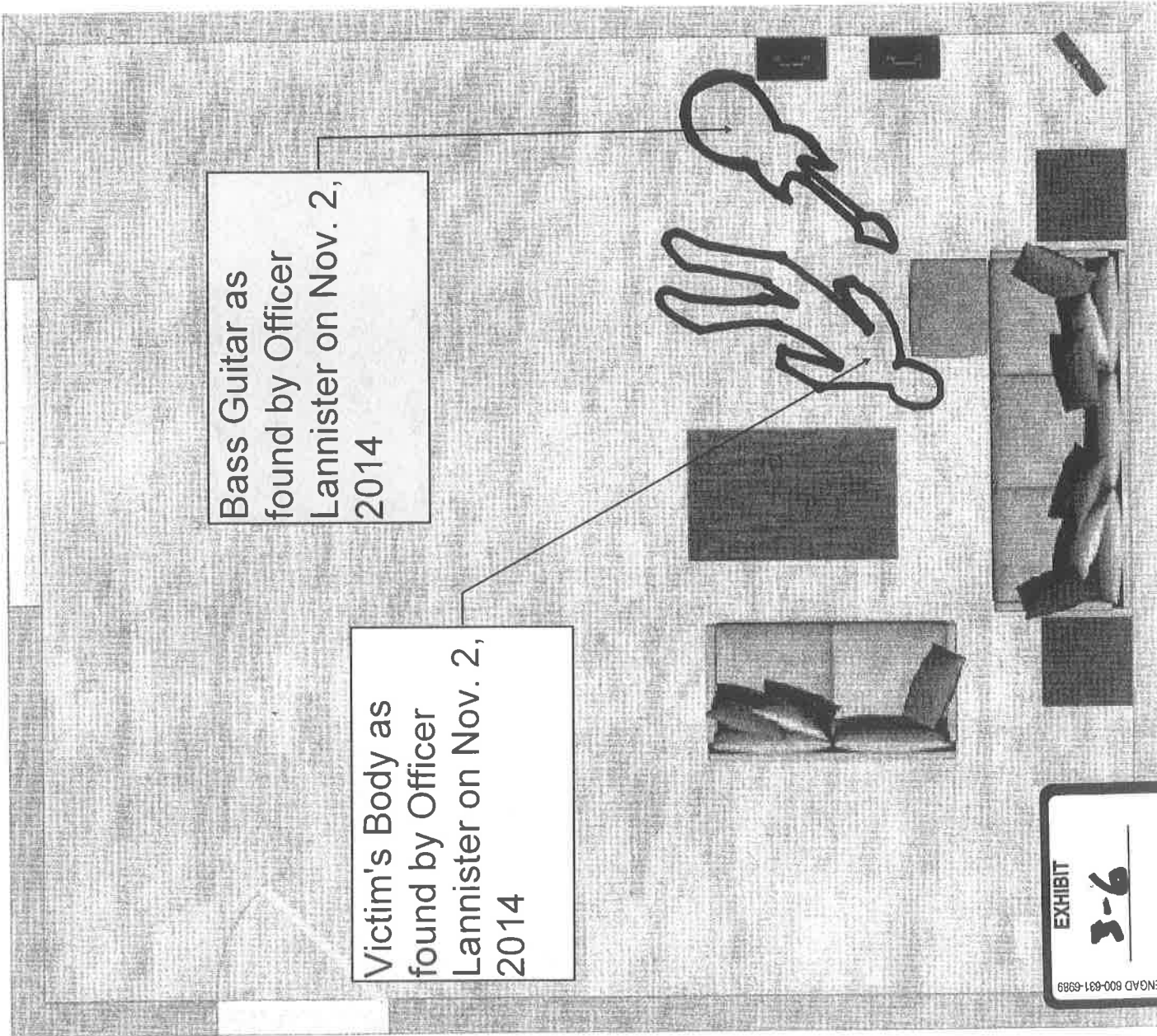
Acoustic Guitar not involved in incident



EXHIBIT

3-5

PENGAD 800-631-6989



Bass Guitar as found by Officer Lannister on Nov. 2, 2014

Victim's Body as found by Officer Lannister on Nov. 2, 2014

**EXHIBIT 4**  
**Edgar Report- State's Medical Examiner**

I, Sawyer Edgar, M.D., have been designated as an expert witness by the State of Oklahoma regarding the pending charges in the case filed in Travis County, State of Oklahoma v. Dany Ramsey, CF-2014-123. The following statement is a true and accurate recording of my qualifications and my involvement in this matter:

**QUALIFICATIONS:**

- 1985            **B.S. in Forensic Pathology from Canyon Ridge University**
- 1986            **M.S. in Criminal Forensic Investigations with Specialization in Homicide Pathology from Canyon Ridge University**
- 1988            **Ph.D. in Forensic Pathology from Canyon Ridge University's specialization in Crime Scene Investigation**
- 1988-1995      **Assistant Medical Examiner for Oklahoma Attorney General's Office**
- 1995-Present   **Medical Examiner with Oklahoma Office of Chief Medical Examiner**

**DOCUMENTS REVIEWED:** I have reviewed completely and wholly the following exhibits:

Ex. 1: OKC Police Department Incident/Call Report.

Ex. 2: OKC Police Department Investigation Report.

Ex. 3: Diagram of Scene of Investigation

Ex. 5: Photos of Item found at Scene of Investigation

Ex. 9: Expert Report from Davis Easley, M.D.

**PUBLICATIONS AND MEMBERSHIP ORGANIZATIONS**

30 papers in forensic investigation journals and magazines. Guest author for annual publication issued by Pathology Societies in 20 States. Author for weekly blog on advancements in pathology science. Part of a peer-review committee that publishes, approves and authors a bi-annual hardback update with articles on varying forensic pathology topics- often used in continuing medical education programs for State's Boards of Medicine.

**CERTIFICATION**

American Board of Forensic Pathologists, June 1989

The following professional assessment is my opinion on this matter after reviewing my research, publications, various other authorities, review of the documents identified above, and through conversation with attorneys for the State. This opinion is entirely my work, and while I rely on other science, research, the opinions to this case are mine and mine alone, free from any undue influence.



## PROFESSIONAL ASSESSMENT

Alex Snow's death was a homicide. As the evidence and findings from my autopsy show- the only theory of death is homicide by blunt force trauma. An unnatural impact to the base of Alex Snow's head/neck caused fatal injuries. In my opinion, the impact was caused by someone swinging the bass guitar in an ax-like manner to strike Alex's neck. The autopsy findings are consistent with this impact resulting in a sequence of injuries that led to death within a very short timeframe.

The C1 fracture observed with related bruising is consistent with a strike from the bass guitar found at the scene. The puncture marks with associated abrasions running along a liner fashion/pattern from lower-left to upper-right transecting the point of internal decapitation is irrefutable evidence of a fatal strike. Internal decapitation is fatal in an overwhelming percentage of situations and without immediate stabilization of the head/neck, death is almost immediate. There is no evidence of any stabilization in the present case. Alex Snow was struck in the rear of the neck with sufficient force to cause death. The blood flow to the brain was interrupted by the internal decapitation, not some missing blood clot.

I've seen this type of injury before and the medical evidence in this case is similar enough to lead me to conclude this was a homicide. There is no evidence that Alex Snow fell from an elevated position- which could potentially create blunt force trauma signs. Similarly, nothing indicates something accidentally fell onto Alex's neck. The room where Alex's body was found was in order other than the bass guitar in question. Nothing in the decedent's medical history would support that the injuries observed were a natural occurrence.

The conclusion offered by Dr. Easley is incorrect because no blood clot was found during the autopsy. Also, the chances that a young professional performer, engaged in high-intensity activity on a consistent basis, would suffer a blood clot migration with a resulting stroke, moments before being struck with a blunt instrument so significant as to cause internal decapitation, are preposterously small. I doubt that a situation like Easley suggests would have ever occurred.

I do agree that the blood marks near the puncture wounds do not support normal blood flow but the body was first observed in a prone position and given the brief length of time between impact and cessation of heart activity, minimal external blood loss is not unforeseeable. There is nothing available to indicate that the decedent's body was not lying face-down after the impact for a significant period of time. In other words, after the impact, blood would not necessarily flow from an open wound on the top of the body. Dr. Easley's conclusions are not supported by the weight of the medical evidence and I completely and unequivocally disagree with that theory of death.

### **CONCLUSION:**

Alex Snow's death was a homicide. Alex Snow died from unnatural-blunt force trauma to the base of the skull and posterior aspect of the cervical neck resulting in internal decapitation which starved the brain of oxygen causing death. The decedent was struck by a heavy object at the base of the skull which caused a separation of the stabilizing ligaments between the skull base and spinal cord. The blood flow to the brain was interrupted thereby depriving the brain of oxygen.

*Sawyer Edgar, MD*

---

Sawyer Edgar, M.D.

**AUTOPSY AND CONCLUSION REPORT**



Board of Medicolegal Investigations  
Office of the Chief Medical Examiner  
1115 West 17<sup>th</sup> Street  
Tulsa, Oklahoma 74107  
(981) 555-5890 Phone  
(981) 555-9451 Fax

**CERTIFICATION**  
I hereby certify that this document is a true and correct copy of the original document.  
By: Sawyer Edgar  
Date: Nov. 5, 2014

**REPORT OF AUTOPSY**

---

Decedent: Alex Snow                      Birth Date: June 16, 1994                      Case: #1301530

Type of Death: Violent, Unusual or Unnatural                      ID By: Visual Recognition and Driver's License

Autopsy Performed by: Sawyer Edgar, M.D.

---

**PATHOLOGIC DIAGNOSES**

- I. Blunt Force Injury to Upper-Cervical Spine
  - a. Lacerations and abrasions of posterior neck
  - b. Minor fracture of C1 ring, or atlas, with resulting destabilization of ligaments as described below- preceding cause, contributing to fatal injury in II below.
  
- II. Atlanto-occipital dislocation (orthopedic decapitation/internal decapitation)
  - a. External blunt force to posterior neck resulting in separation of the stabilizing ligaments and the occiput (posterior skull base).
  
- III. Posterior Punctures of Neck- secondary/contributing case
  - a. Two (2) punctures of the posterior aspect of the neck just below the skull base resulting in minimal loss of blood outside the body but interruption of blood flow to the brain secondary to above-listed injuries.

---

**CAUSE OF DEATH: INTERNAL DECAPITATION CAUSED BY BLUNT FORCE TRAUMA**

**MANNER OF DEATH: HOMICIDE**

---

The facts herein are true and correct to the best of my knowledge and belief.

---

<u>Sawyer Edgar, MD</u>	OCME, Central Division	Nov. 4, 2014 10:10 AM
Sawyer Edgar, M.D.	Forensic Pathologist	Location of Autopsy
		Date and Time of Autopsy

## MEDICOLEGAL INVESTIGATION

---

### I. CIRCUMSTANCES OF DEATH:

This twenty (20) year old person reportedly died of unknown causes.

### II. AUTHORIZATION:

The postmortem examination is performed under the authorization of the Office of the Chief Medical Examiner, Central Division, OKC, Oklahoma

### III. IDENTIFICATION:

Body identified by family, by visual recognition, and by Driver's License located on the body

## POSTMORTEM EXAMINATION

---

### I. CIRCUMSTANCES OF THE EXAMINATION:

The postmortem examination of Alex Snow is performed at the Office of the Chief Medical Examiner, Central Division, OKC, Oklahoma on November 4, 2014 at 10:10 hours.

### II. CLOTHING AND PERSONAL EFFECTS:

- a. Black and White Converse shoes on left and right foot
- b. Dark grey jeans with metal wallet chain affixed between belt loop and wallet
- c. Brown wallet in right-rear jean pocket
- d. Yellow Rolling Stones- Red Lips t-shirt
- e. Silver necklace with unidentified stone pendant
- f. Two small rope/leather necklaces with metal attachments
- g. Two small pills found in left-front pocket of jeans
  - i. Later identified as Warfarin (Coumadin)- a commonly prescribed treatment for Thrombosis (blood clots).

### III. EXTERNAL EVIDENCE OF RECENT MEDICAL THERAPY:

None- CPR not performed at scene due to suspicious nature of death

### IV. COLLECTIONS:

Scalp-hair sample, oral swab, rectal swab, finger-nail swabs left and right hands, and a blood DNA card were procured and introduced as evidence.

## EXTERNAL EXAMINATION

---

The body is sealed in a white body bag with a lock tag #06162006 intact. The body is that of an unembalmed, well-developed, well-nourished person appearing consistent with the recorded age of 20 years. The body weight is measured at 175 pounds. The body length is measured at 72 inches. The blunt force trauma injuries described above are identified at the posterior aspect of the neck. Otherwise, there



are no signs or evidence of external trauma or injuries. Rigor mortis is moderately advanced in the extremities. Lividity is purple and is noted in the posterior arms, legs, and back and is fixed. The chest and back are symmetrical with normal conformation. The head, neck, and shoulders are not congested. There is no peripheral edema present. Personal hygiene is good. No unusual odor is detected as the body is examined. Anisocoria is identified; the right pupil measures 7 mm, the left pupil measures 6 mm. The hair is brown and worn to approximately 10 cm in length. It appears to be a treated hair color. The sclera are normal in color. The conjunctival surfaces are not remarkable. The irides are brown in color. The teeth are in a fair state of repair. The nose is symmetrical and the air passages are open. The external ears are normal in appearance and without injury. Examination of the skin shows a 2.5 cm scar of the right anterior leg near the knee. Examination shows no significant external lymphadenopathy.

## INJURIES

---

There is evidence of blunt force trauma involving the posterior aspect of the neck.

### Blunt force injuries on the neck

There are two lacerations extending from the lower-left aspect of the posterior neck to the upper-right aspect in a liner pattern. The lacerations appear circular, somewhat irregular, and measure consistent with puncture by metallic objects due to the torn skin at the edges. The lacerations are consistent with puncture by wire gauges of 105 and 85 with the larger puncture being the lower-left mark and the 85-gauge puncture being the upper-right mark.

Just below each laceration mark are hemorrhages/bruises that appear to be associated with the above-described lacerations. The bruises appear linear and run consistent from the lower-left aspect of the neck to the upper-right aspect. The bruises measure 1cm in width but both are 4-5 cm in length. There is associated discoloration surrounding the primary bruises.

The lacerations/punctures and abrasions transect the C1-vertebral body (atlas) and the occiput (posterior skull base). There is an atlanto-occipital dislocation and transection of spinal cord in this region.

## BODY CAVITIES

The body is opened through the customary "Y" shaped incision. Subcutaneous fat is normally distributed, moist, and bright yellow. The musculature through the chest and abdomen is rubbery, maroon and shows no gross abnormality. The sternum is removed in the customary fashion. The organs of the chest and abdomen are in normal position and relationship. The diaphragms are intact bilaterally. There is approximately 60 ml of liquid blood in the right and left pleural spaces.

### PERICARDIUM

The pericardium is a smooth, glistening, intact membrane, and the pericardial cavity, itself, contains the normal amount of clear, straw-colored fluid.

### HEART

The heart weight is normal and has unremarkable configuration and location. No adhesions are noted. Coronary arteries arise and distribute normally with no significant atherosclerosis. Chambers and atrial appendages are unremarkable. Myocardium is intact, rubbery, and red-tan. Papillary muscles and chordae tendineae are intact and unremarkable. The vena cava and major tributaries are widely patent. Some

evidence is seen of prior blood clots in vessels leading from heart to upper torso/neck area but otherwise heart is unremarkable.

#### **NECK ORGANS**

Musculature is normal, rubbery and maroon and the organs are freely movable in a midline position. The tongue is intact and normally papillated, without evidence of tumor or hemorrhage. Hyoid bone is intact. Cartilaginous structures forming the larynx are intact and without abnormality. Thyroid gland is slightly enlarged, rubbery, light tan to maroon and in its normal position. The larynx is comprised of unremarkable vocal chords and folds, is widely patent without foreign material, and is lined by a smooth, glistening membrane. There are no petechiae of the epiglottis, laryngeal, mucosa, or thyroid capsule.

#### **LUNGS**

Lungs appear symmetrical and in proper positioning. Visceral pleurae are smooth, glistening and intact with minimal anthracosis and no bleb formation. Overall configuration is normal. Pulmonary arterial tree is free of emboli or thrombi. There is no evidence of consolidation, granulomatous, or neoplastic disease.

Liver, gallbladder, pancreas and spleen are each in normal position, show normal configuration, and are unremarkable.

#### **BRAIN AND MENINGES**

Injuries to posterior skull base are described above. Evidence of stroke due to deprivation of oxygen to brain is seen. Attribute this condition to atlanto-occipital dislocation and transection of spinal cord.

#### **VERTEBRAE**

Injuries to the vertebrae are described above. Otherwise, unremarkable.

#### **BONE MARROW**

Moist and dark red. Unremarkable.

---

#### **TOXICOLOGY**

Screen positive for prolonged and consistent warfarin/coumadin use; Otherwise, unremarkable. All other lab work, tests, and screens were negative and within normal range.

---

#### **OPINION**

**Cause of death is blunt force trauma to posterior aspect of neck causing internal decapitation, destabilization of spinal cord and deprivation of oxygen to brain. Duration of time between injury and death- estimated 1-2 minutes. Manner of death is ruled Homicide.**

*Sawyer Edgar, MD*

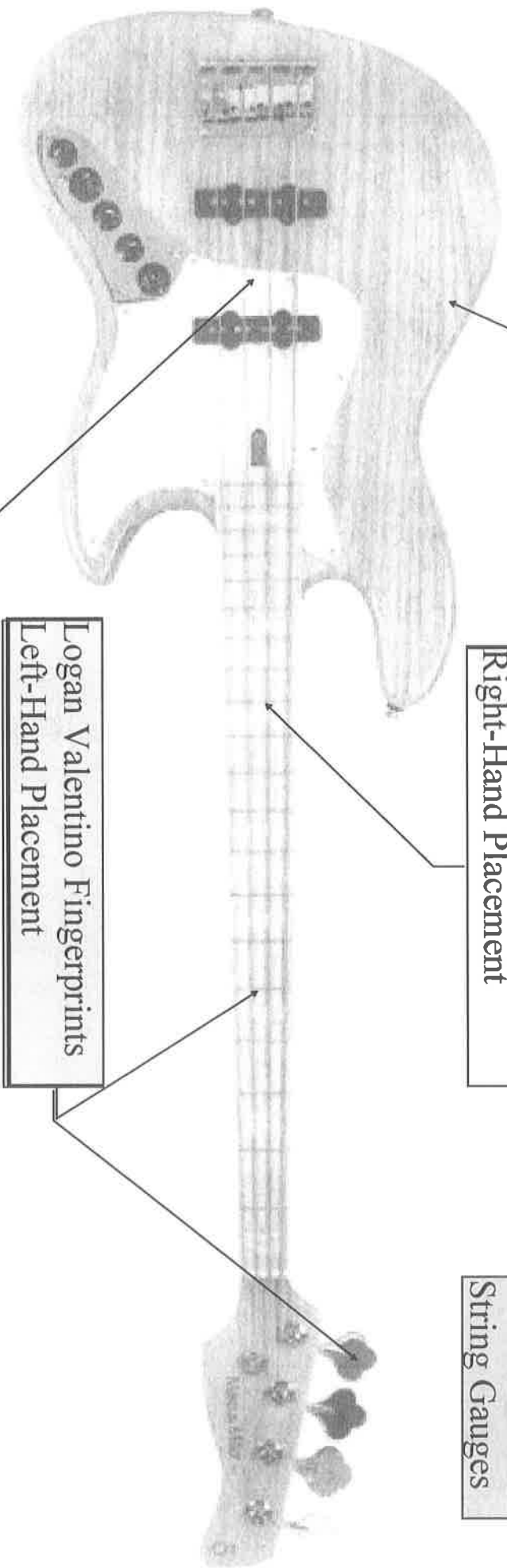
---

Sawyer Edgar, M.D.

Dany Ramsey Fingerprints  
Left-Hand Placement

Dany Ramsey Fingerprints  
Right-Hand Placement

105-85-65-45  
String Gauges



Logan Valentino Fingerprints  
Right-Hand Placement

Logan Valentino Fingerprints  
Left-Hand Placement

PENGAD 800-831-6989  
EXHIBIT  
5-1

Blood found on 105

Blood found on 85

No blood on 65

No blood on 45

Blood on 105- Alex Snow (97% Match)  
Blood on 85- Alex Snow (98% Match)  
No blood on 65  
No blood on 45

Marcus Miller

3

PENGAD 800-631-6089

EXHIBIT

5-2

**EXHIBIT 6**  
**Arrest Record- Dany Ramsey**  
**ARREST WARRANT**

STATE OF OKLAHOMA                     )  
                                                           )       ss:     Case No: CF-2014-123  
COUNTY OF TRAVIS                     )

The State of Oklahoma to any Sheriff, Policeman, or Peace Officer of this State, Greeting:

A complaint subscribed by the District Attorney of Travis County, Oklahoma, and duly verified having this day been filed before me, alleging that the crime of MURDER IN THE FIRST DEGREE has been committed on or about the 2<sup>nd</sup> day of November 2014 and accusing Dany Ramsey thereof.

You are therefore commanded forth with to arrest the above-named DANY RAMSEY daytime only, and bring the said accused before me, at my office, or some other magistrate in this county, to be dealt with according to law; and in case the arrest is for a felony and made in another county, the accused, at request, may be taken before some magistrate of that county as by statute in such cases made and provided.

Witness my hand at the District Court of Travis County, State of Oklahoma, this 18<sup>th</sup> day of December 2014.

  
\_\_\_\_\_  
JUDGE OF THE DISTRICT COURT

**RETURN WARRANT**

STATE OF OKLAHOMA, COUNTY OF TRAVIS ss.

Received this warrant this 18<sup>th</sup> day of December 2014 and executed the same by Owen P. Joe, having arrested the person of Dany Ramsey on the 19 day of December 2014, and now have their body before the court.

<b>FEES</b>	Service and return of writ	\$ <u>40-</u>
	Service on first person	\$ _____
	Service-additional person	\$ _____
	Bringing prisoner into court	\$ <u>40-</u>
	Attending examination	\$ _____
	Mileage <u>30</u> Miles	\$ <u>30-</u>
	_____	\$ _____
	_____	\$ _____

Sully R. David  
\_\_\_\_\_  
Sheriff

Owen P. Joe  
\_\_\_\_\_  
Deputy



**EXHIBIT 7**  
**Lyrics by Dany Ramsey**

“Silence the Critic”

Hush, there's no more noise  
The quiet takes over  
Silent goes the Critic  
A wicked tongue moves no more  
I've brought calm

It was a lonely end to the lies  
No one around to see the strike  
Justice was swiftly served  
Work done in the dark  
False truth shall never see the light  
A cold floor as the place of rest

Finality no longer in question  
A bold red dawn spreading across the floor  
A halo of fading life, that darkening pool, pumped from within  
The picture of vengeance painted by wire and wood

I silenced the Critic  
I answered the call to act  
I alone struck down the naysayer  
None stood with me, I bear the weight alone  
By my hand and by my plan  
Peace and quiet were restored  
I silenced the Critic

Lyrics by Dany Ramsey



**EXHIBIT 8**

**Transcript of Text Messages from the Phone of Dany Ramsey  
Conversation included 3 participants – Logan Valentino (539) 634-1911, Alex Snow (539) 919-2722  
and Dany Ramsey (918) 379-1189**

---

**Saturday July 19, 2014**

Dany: Did you see my fire walk tonight. It Killed!!!!

Alex: Dany are you freaking oblivious – that town got destroyed by an earthquake three months ago today and all you could think to do is play with fire? Get it together.

Logan: Most deaths from fire come from smoke inhalation and not the fire itself...

Dany: Shut it Alex. Your just jealous because no one wanted to talk to you.

**Wednesday July 30, 2017**

Alex: \$100,000 – What the hell Dany.

Dany: What are you talking about?

Alex: Your freaking stunt for Wheatville cost us \$100,000!

Logan: Wow, that's a lot. That is like all the money we have made so far...

Dany: Whatever. It was our responsibility as celebrities.

Alex: You are not a celebrity. You have to be joking. We are never going to pay back this debt.

Dany: Seriously, let it go. We are huge, money is no thing.

Alex: I am going to have to write 200 songs to pay for this.

**Saturday September 13, 2014**

Alex: I've got to go to Tennessee so I am going to meet at our next stop on Friday.

Dany: What now?!?! Now you won't even travel with us?

Alex: I got an offer to cowrite some songs.

Dany: Who asked you to co-write instead of me?

Alex: Get over yourself Dany.

Dany: I'm glad your leaving –stay in Tennessee. Country is more your style anyway

Alex: Jealous people want me?? – big surprise.

Dany: 🤔 🤔 🤔 🤔

Alex: See ya. Go lose us some more \$\$\$\$\$

Dany: I am going to get you. Just wait...

**Wednesday October 29, 2014 – 2am**

Alex: !!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!

Alex:blalutohanl.otaol.,aoht

Alex: rtallowokjtlneonwonot

Logan: are you coding?

Alex: what?

Dany: I am trying to sleep. CUT IT OUT

**Thursday October 30, 2014 – 11am**

Dany: I cant catch any ZZZZZZ

Dany: I stayed up writing instead....

Alex: probably as much gibberish as my text

Dany: My song is going to blow you away.

Alex: Sure, when I can get blood from a stone.



Dany: I am sure we can make that happen...  
Logan: I don't like idioms – they don't really make sense.  
Alex: Shut up Logan.

Dany:   
Dany: Watch out, Alex's at it again....


Alex: 

**Friday October 31, 2014**

Alex: Let it go Dany, I can't deal with it anymore.  
Dany: Listen to me, I know better  
Dany: we need to do it  
Alex: Over my dead body  
Alex: you are not losing us more money  
Dany: ????  
Dany: that makes no sense  
Dany: u high?  
Dany: Hello?  
Dany: Whatever  
Logan: Did you know that Whatever was first used in the 14<sup>th</sup> century? It originally meant “anything at all”  
Dany: Logan, why don't you go check your bass  
Alex: Give it a rest Dany.  
Dany: Since when are you my mom?  
Alex: Screw you I'm done.

**Saturday November 1, 2014 – 10:40am**

Dany: Show 110! Tour Killing it!  
Dany: I am going to beast out the fire walk tonight!

Dany:   
Alex: BZZZZZZZZZZZZZ  
Dany: ?  
Alex: just like a gnat  
Dany: What?!?! What did you say to me???

**Saturday November 1, 2014 – 11:20pm**

Dany: What was that crap? You kill my song and then ignore me?  
Dany: We have to talk!  
Dany: I am sick of your freaking attitude.  
Dany: Answer me!!!!!!  
Dany: I am going to get you. Karma is an evil mistress....



**EXHIBIT 9**  
**Easley Report- Defense's Medical Examiner**

I, Davis Easley, M.D. have been designated as an expert witness by the Defendant with regard to the case filed in Travis County, State of Oklahoma v. Dany Ramsey, CF-2014-123. This statement, as drafted, revised and authorized personally, is a true and accurate recording of my qualifications and my involvement in this matter:

**QUALIFICATIONS:**

- 1975            **B.S. in Pathology from University of Southern Pangea**
  
- 1976            **M.S. in Investigative Pathology and Criminal Investigations from University of Southern Pangea**
  
- 1978            **Ph.D. in Forensic Pathology from University of Southern Pangea**
  
- 1978-1995      **Staff Medical Examiner with Pangea Medical Examiner's Office**
  
- 1995-2005      **Principal Medical Examiner for Pangea Criminal Investigation's Office**
  
- 2003-2004      **Member Representative for U.S. Congressional Committee for Forensic Investigations of Mass-Casualties, division of Homeland Security Terrorism Response Team**
  
- 2005-Present   **Owner and Chief Executive Officer of FInal, Inc. Consulting Firm**

**Books and Publications:**

25 published articles and papers in various forensic investigation journals and magazines. Contributing author for quarterly Forensic Pathology publication issued by Pathology Societies in 20 States. Author and contributor for the Society of Criminal Investigators-Forensic Pathology, which publishes weekly updates on research and new advances in investigative techniques.

**CERTIFICATION**

Board Certified, American Board of Forensic Pathologists, June 1979

**DOCUMENTS REVIEWED:** I have reviewed completely and wholly the following exhibits:

- Ex. 1: OKC Police Department Incident/Call Report
  
- Ex. 2: OKC Police Department Investigation Report
  
- Ex. 3: Diagram of Scene of Investigation
  
- Ex. 4: Expert Report from Sawyer Edgar, M.D.
  
- Ex. 5: Photos of Item found at Scene of Investigation

The following professional assessment is my opinion on this matter after reviewing my research, publications, various other authorities, review of the documents identified above, and through conversation



with counsel for Defendant. This opinion is entirely my work, and while I rely on other science and research, the opinions to this case are mine and mine alone, free from any undue influence.

### PROFESSIONAL ASSESSMENT

First, I do not dispute that Alex Snow was struck by an object at the posterior part of the neck. I do not dispute that there were injuries to Alex Snow's body caused by that impact. I do dispute that those injuries were the cause of death. There is too much evidence that supports a natural cause of death that was ignored or skipped over by the State's medical witness. I did not perform an autopsy and I do not need to perform one to reach my conclusions. I am relying on the autopsy performed by Dr. Edgar.

Alex Snow died of a natural cause- Atrial-Fibrillation ("A-Fib") resulting in a blood clot. The blood clot likely originated near the heart but broke free and moved to disrupt blood flow to the brain. At that point, the brain was deprived of oxygen, thereby causing death. This condition is also called a cardio-embolic stroke. The A-Fib occurred during a high-intensity activity, performing on-stage during a concert in this case. The clot broke free after the conclusion of the activity and while the decedent was at rest. The duration of time between separation of blood clot and occlusion of blood flow/embolic stroke is unknown. However, the time between embolic stroke and death was 3-5 seconds.

The minor C-1 fracture and puncture marks observed by Dr. Edgar were not fatal injuries. Those injuries are certainly consistent with external blunt force trauma but are inconsistent with the other evidence of cause of death. The brain was deprived of oxygen due to a naturally occurring blood clot, not the internal decapitation.

Alex Snow's blood report confirms prolonged and consistent use of warfarin/coumadin-a commonly prescribed medication for treatment of blood clots. The prolonged and consistent use shows a prescribed or structured regimen of use. This is consistent with a diagnosed condition known to the patient. The heart showed evidence of a recent blood clot and the absence of a blood clot finding in the area of the heart supports movement of the clot away from the origination point. Also, there is evidence of stroke due to deprivation of oxygen seen in the Brain study.

An additional factor involves the puncture marks on the posterior part of the neck. As shown by the available evidence, the blood flow from these puncture marks was minimal. Also, the absence of visible blood on the puncture causing items, steel wires/strings protruding from the top of the bass guitar head, leads me to conclude that normal blood flow was not present at the time of the punctures. In other words, the heart of Alex Snow had already stopped beating when the impact occurred. If the impact occurred when Alex Snow was alive, then the blood flowing from those puncture marks would have been more pronounced and there would have been a greater loss of blood. The medical evidence does not support the presence of normal heart activity at the time the impact happened, and therefore, I conclude the heart had stopped previously.

Internal decapitation is certainly usually fatal, but there has to be some subsequent movement of the head/neck area after the separation of the stabilizing structures before there is an interruption of blood and oxygen to the brain. There is no explanation provided by Dr. Edgar for what movement occurred. Nothing is provided to close this gap in the sequence of events. Only if one ignores the evidence of a natural cause of death, then those deficiencies in the homicide theory can be skipped over. However, my experience requires me to look for the theory of death that is most complete. In this investigation, the theory that is more established by the evidence is a natural cause of death.

## CONCLUSION

I submit this conclusion based on a reasonable degree of medical and investigational certainty and, while subject to change as discovery continues, affirm that Alex Snow died of natural causes: Atrial-Fibrillation resulting in blood clot originating in heart that broke free and interrupted blood flow to brain, depriving the brain of oxygen and causing death. The decedent was taking medication to treat blood clots and therefore had a history of and was susceptible to, blood clots. The evidence set out in the State's Medical Examiner's Autopsy supports my conclusion. The cause of death offered by Sawyer Edgar is not supported by the medical evidence. The observed injuries were not fatal and the decedent was already dead at the time of the external blunt force trauma. Alex Snow died from natural causes and was not killed by any action of another person.

s/ Davis Easley  
Davis Easley, M.D.

**EXHIBIT 10**

THIS CONTRACT (the "Agreement") dated this 1st day of June, 2013 between:

Four-Rocks Records of 1111 Main Street, Oklahoma City, Oklahoma (the "Company"),  
**OF THE FIRST PART**

- AND -

Heisenburg (the "Artist"),  
**OF THE SECOND PART**

**BACKGROUND:**

- A. The Artist is a professional entertainer and recording artist known as "Heisenburg". The band is made up of the "original members" Dany Ramsey, Logan Valentino, Alex Snow and Sommers Garrett.
- B. The Company is in the business of producing Master Recordings, or causing such Master Recordings to be produced as well as manufacturing, distributing and selling records directly or through third parties.
- C. The Artist wishes the Company to produce Master Recordings of the Artist's performances and market these Master Recordings.
- D. The Company wishes to produce and market the Master Recordings subject to the following terms and conditions.

**IN CONSIDERATION OF** and as a condition of the Company producing and distributing certain recordings for the Artist and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**Term**

1. The Term of this Agreement will start with an initial period (the "Initial Contract Period") of three years during which the Artist and the Company will cooperate to produce Master Recordings suitable for the production of one Album or LP and will continue for a further twelve months after the delivery of the Master Recording to allow the Company time to manufacture, market and distribute the product in the Territory. Company will also have the right to create tours and other promotional events to promote the recordings produced by the artist.
2. The Company will have the right to extend the Term of this Agreement to facilitate the recording, production, marketing and distribution of four further separate consecutive Albums (individually the "Option Period" and collectively the "Option Periods") after the Initial Contract Period on the same terms and conditions as the Initial Contract Period. Subsequent Option Periods will begin immediately after the termination of the relevant prior period. The Company will provide timely notice to the Artist of its intent to renew or not to renew for a subsequent Option Period. If the Company fails to exercise its option to renew a subsequent Option Period then this Agreement will be deemed to be complete and fulfilled in all respects and no further obligations will remain for any party to this Agreement after the end of the current period.
3. The aggregate of the Initial Contract Period together with any subsequent Option Periods and any extensions and suspensions relating to these periods will be referred to as the "Term".

**Production**

4. The Company agrees to produce Master Recordings consisting of songs written and performed by the Artist (the "Songs"). The resulting recording (the "Recording") will include music of not less than thirty (30) minutes in playing duration and will consist of not less than nine tracks, and will be of a quality which is at least equal to an industry standard normally produced for commercial distribution.
5. Each Recording made will be subject to the Company's approval as commercially and technically satisfactory for the manufacture and sale of records according to reasonable and accepted industry standards. The Artist agrees to re-record a recording where necessary until the Recording meets



an acceptable standard of quality, in the sole discretion of the Company. The Artist will not have completed its obligations under this Agreement until the Company has acknowledged in writing that a Recording has met this standard. In the event that any Recording delivered by the Artist is deemed unsatisfactory by the Company, the Company will give notice of rejection to the Artist within ten (10) days of the receipt of such Recording and the Artist will have twenty (20) days to deliver a replacement Recording.

6. No Recording made under this Agreement will apply in reduction of the Artist's Recording Commitment to the Company if it is a Composition previously recorded by the Artist, or if it embodies a Composition which the Artist is legally prohibited from recording. A "best of" or "greatest hits" LP will not apply in reduction of the Artist's Recording Commitment.

**Exclusivity**

7. For the Term of this Agreement, the Artist will provide services as a recording artist exclusively for the Company within the Territory and the Artist will not provide services as a recording artist for any other entity whatsoever. In the capacity of a recording artist, the Artist will perform services at reasonable times and places designated by the Company and such services will include, but not be limited to, rehearsing, recording and editing with the purpose of making a commercially viable Recording.

**Dates and Locations of Recording Sessions**

8. For the purposes of this Agreement, the Artist will provide its services as a recording artist and will make themselves available commencing on June 1, 2013 and ending on May 31, 2016.

**Costs**

9. The Company will pay or get a Label to pay all recording costs that are reasonable and generally accepted in the industry including, but not limited to, cost of producer, arranger, studio time, background musicians, background vocalists, A&R involvement as well as reasonable costs related to Album cover art, production and promotion. All such costs will be charged against the Artist's royalties. If the Artist fails to appear or is late in appearing as designated by the Company, the Artist agrees to pay any and all related reasonable costs incurred by the Company.

**Selection Control**

10. Selections to be included in the Recording under this Agreement will be chosen in the sole discretion of the Company. The Artist may submit material at all times.

**Completion and Release**

11. The Recording will be completed and prepared for release and distribution on or before November 13, 2013.

**Title**

12. The title of the Album consisting of the Recording will be chosen in the sole discretion of the Artist.

**Assignment of Exclusive Rights by the Artist**

13. Upon the Company performing all of its obligations under this Agreement as required, the Artist will assign to the Company all of its rights, title, and interest in and to the following property, for distribution and commercial exploitation in the Territory:
  - a. the Songs;
  - b. the Artist's performance of the Songs contained in the Recording; and
  - c. the title of the Recording.

14. The Artist waives as against the Company the benefits of any and all moral rights and agrees not to assert any moral rights against the Company relating to the Recording delivered under this Agreement. Under this section, the Artist retains the right to be identified as author of compositions embodied upon the Recording.

**License of Name and Image**

15. The Artist grants to the Company and to parties authorized by the Company the following perpetual rights:

- a. the right to use and publish the Artist's name, likeness, and biographical material for advertising purposes in connection with the Recording made under this Agreement;
- b. the right to manufacture, distribute, license or otherwise use within the Territory the Recording made under this Agreement including the right to combine and sell with recordings of performances of other artists; and
- c. the right to perform the Recordings publicly.

#### **Copyright**

16. The Company and parties authorized by the Company will have the right to secure copyright in the Company's name as owner and author on any and all Master Recordings made under this Agreement and to renew such copyright in the Company's name in perpetuity.

#### **Distribution**

17. The Company will have the exclusive rights to and control over distribution, promotion and use of the Recording and the Artist throughout the Territory. The Company will have exclusive control over all matters regarding the media and press releases.

#### **Group**

18. The word "Artist" in this Agreement refers individually and collectively to the members of the group professionally known as "Heisenburg" (the "Group"). This Agreement and all of the terms, conditions, warranties and other obligations contained in this Agreement are binding jointly and severally on all current and future individual members of the Group.
19. The Artist will provide the Company with timely written notice if any present or future individual member of the Group fails to perform his/her obligations under this Agreement or leaves the Group. If an Original member of the Group stops performing and ends all involvement in the music industry, then that member may be released from the obligations under this Agreement. Otherwise, all individual members of the Group will remain bound by this Agreement and in the event of a breach of this Agreement by one or more members of the Group, the Company will be entitled to take action including, but not limited to:
  - a. terminating this Agreement with respect to that individual; or
  - b. terminating this Agreement in its entirety.
20. If a member dies of natural causes then that part of the advance still owed to the Company may be waived and forgiven.

#### **Warrants and Representations of the Artist**

21. The Artist warrants and represents that:
  - a. the Artist is under no obligation or prohibition that would prevent entering this Agreement;
  - b. the Artist is not affected or hindered in any way by any disability that would prevent full performance of this Agreement;
  - c. use of the songs, music, lyrics, or compositions used in the Recording will not violate any law or infringe on the copyright or rights of any other person not a party to this Agreement;
  - d. no person other than the Company has any right to use any songs, music, lyrics, or compositions used in the Recording; and
  - e. the Artist will not enter into any other agreement of any kind that would interfere with the Artist's ability to perform its obligations under this Agreement.

#### **Use of Group Name**

22. The Artist warrants and represents that:
  - a. the Artist is and will be the sole owner of the name "Heisenburg" (the "Group Name") as well as any other future name of the Group;
  - b. the Artist has and will retain the right to grant use of the Group Name for the duration of this Agreement;
  - c. the Artist will not use any other professional or performing name for the duration of this Agreement; and

- d. the Artist will not grant or allow to be granted use of the Group Name to any other entity other than the Company during the Term of this Agreement.
23. Where the Agreement is terminated with respect to an individual, the individual so terminated will not be entitled to use the Group Name nor to record, re-record, perform, manufacture or distribute any Recording made under this Agreement. The Company will not unreasonably withhold approval of any individual engaged to replace a terminated Group member or any individual that is otherwise added to the Group.

**Advance and Royalties**

24. The Artist "Heisenburg" will be entitled to an initial advance of \$800,000 on the signing of this agreement as a show of faith in the Artist. The Company will endeavor to enter into a distribution agreement with a record distribution company in order to commercially exploit the Recording made under this Agreement. The Company will collect royalties and licensing fees (collectively the "Royalties") with respect to the distribution of the Recording. The Royalties will be used to satisfy all costs incurred by the Company to record, produce, market and distribute the Recording. Under no circumstance will the Artist be liable where the Royalties are insufficient to satisfy such costs. However, the Artist will be responsible for repaying the initial advance of \$800,000 to the company through their royalties before the artist shall receive any payments from the Company. Artist is a group and each member of the group will be jointly and individually responsible for the repayment of the royalty to the company for all periods in which the artist is still actively performing with the original members of the group in any musical genre. Any Royalties remaining after costs and the repayment of the advance will be allocated and distributed between the Company and the Artist, in the following proportion:
- a. Eighty-five percent (85%) to the Company; and
  - b. fifteen percent (15%) to the Artist.

**Royalty Accounting**

25. The Company will have the right to collect all gross income under this Agreement and will provide timely, detailed semi-annual reports to the Artist showing all revenue received and all expenses incurred. The Company will provide any payment due to the Artist with such reports. The Artist will have four (4) years from the time of receipt to provide notice of objection to any issue relating to any report.
26. All royalties payable will be subject to statutory minimums where applicable.
27. The royalties payable will be divided equally between the members of the Group.

**Non-Circumvention**

28. The Artist will not detrimentally interfere with the Company's distribution of the Recording or enter into a contract that is inconsistent with the Company's right to distribute the Recording.

**Assignment**

29. The rights and obligations of the Company existing under this Agreement are personal and unique, and cannot be assigned by the Company without the prior written consent of the Artist.
30. The rights and obligations of the Artist existing under this Agreement are personal and unique, and cannot be assigned without prior written consent of the Company.

**Performance Causing the Company Liability**

31. The Company may withhold its permission for the Artist to perform publicly or to permit the performance of its Recording through any media outlet that is not in the public's best interest or the Company's best interest or does not meet the standards of public decency in the business region in which the Company operates. If the Artist participates in any public venture that might cause the Company liability, the Company has the right to immediately terminate this Agreement for breach of this provision.

**Life Insurance**

32. The Artist will assist the Company in obtaining life insurance on the Artist, including submitting to a physical examination, where the Company wishes to obtain such life insurance. Benefits

payable for any claims on life insurance shall be made to the Company to cover and repay any costs still owed at the time of the life insurance claim.

**Independent Contractors**

33. This Agreement does not and will not be construed to create a partnership or joint venture between the parties of the Agreement. It is specifically understood and agreed that the Artist is an independent contractor.

**Binding Effect**

34. The obligations, rights and benefits of this Agreement will be binding upon the Artist's successors, permitted assigns, executors, administrators, beneficiaries, and representatives, and the Company's successors and permitted assigns.

**Governing Law**

35. The Company and the Artist submit to the jurisdiction of the courts of the State of Oklahoma for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Oklahoma.

**Covenant of Good Faith and Fair Dealing**

36. The Company and the Artist agree to perform their obligations under this Agreement, in all respects, in good faith.

**General Provisions**

37. The Artist and the Company acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be invalid or too broad to be enforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable.
38. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
39. This contract may be modified or changed only by an instrument in writing executed by both the Company and the Artist.
40. This Agreement is the entire agreement between the parties and all negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Company by the Artist or to the Artist by the Company, in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are hereby declared to be of no value. Only the written terms of this Agreement will bind the parties.
41. All definitions set forth below will apply to this Agreement and are incorporated by reference into this Agreement.

**IN WITNESS WHEREOF** the parties have duly affixed their signatures under hand and seal on this 1st day of June, 2013.

**Four-Rocks Records, Inc. ("Company")**

  
\_\_\_\_\_  
Eric V.P.

**Heisenburg ("Artist")**

  
\_\_\_\_\_  
Eric Valentis  
  
\_\_\_\_\_  
Alex Snow  
  
\_\_\_\_\_  
Summers Garrett



## DEFINITIONS

- "A&R" - An A&R person is an employee of a record company who is in charge of finding and developing new talent including matching specific artists to appropriate performance material.
- "Album" or "LP" - one 12-Inch 33 1/3 r.p.m. record, CD, or its equivalent, having at least nine tracks and thirty (30) minutes total playing time.
- "Composition" - a single continuous musical performance, including but not limited to musical spoken words, bridging passages and medleys.
- "Delivery" and "Deliver" - with respect to Master Recordings to be Delivered under this Agreement. Complete performance by the Artist of all of the Artist's recording obligations under this Agreement to the approval by the Company.
- "Distributor" - a company which has the right to manufacture and/or distribute Records derived from the Recording made pursuant to this Agreement.
- "Label" - a company that produces musical recordings for commercial distribution.
- "Master Recording" - every recording of sound or sound plus video, by any method now known or discovered in the future, which is used in the recording, production and manufacture of records or Video. Under this Agreement a Master Recording of a single song will be no less than 2.25 minutes in length.
- "Mechanical Royalties" - Mechanical royalties are required to be paid under copyright law and are fees paid to the songwriter for the right to use and distribute a song on an Album or CD. Mechanical Royalties are paid at a rate per Album or CD sold or distributed.
- "Net Sales" - Eighty-Five (85%) percent of gross sales for which the Company receives payment and which are not returned for refund or exchange.
- "Recording Costs" - all costs representing direct expenses incurred by the Company in connection with the pre-production, production and post-production of Master Recordings made under this Agreement that are customarily considered "Recording Costs" in the record industry.
- "Records" and "Phonograph Records" - all forms of reproductions, now known or discovered in the future, manufactured or distributed primarily for personal or private use, including records of sound and inclusive of Video.
- "Territory" - means the United States of America and Canada.
- "Video" - an audio-visual work consisting of a Master Recording of one or more Compositions synchronized with a moving visual image most usually of the Artist performances.

**EXHIBIT 11**

**ARREST WARRANT**

STATE OF OKLAHOMA )  
 ) ss: Case No: CF-2014-123  
COUNTY OF TRAVIS )

The State of Oklahoma to any Sheriff, Policeman, or Peace Officer of this State, Greeting:

A complaint subscribed by the District Attorney of Travis County, Oklahoma, and duly verified having this day been filed before me, alleging that the crime of MURDER IN THE FIRST DEGREE has been committed on or about the 2<sup>nd</sup> day of November 2014 and accusing Logan Valentino thereof.

You are therefore commanded forth with to arrest the above-named LOGAN VALENTINO daytime only, and bring the said accused before me, at my office, or some other magistrate in this county, to be dealt with according to law; and in case the arrest is for a felony and made in another county, the accused, at request, may be taken before some magistrate of that county as by statute in such cases made and provided.

Witness my hand at the District Court of Travis County, State of Oklahoma, this 25<sup>th</sup> day of November 2014.

  
JUDGE OF THE DISTRICT COURT

**RETURN WARRANT**

STATE OF OKLAHOMA, COUNTY OF TRAVIS ss.

Received this warrant this 26<sup>th</sup> day of November, 2014 and executed the same by Owen P. Joe, having arrested the person of Logan Valentino on the 28 day of November 2014, and now have their body before the court.

<b>FEES</b>	Service and return of writ	\$	<u>40<sup>00</sup></u>
	Service on first person	\$	
	Service-additional person	\$	
	Bringing prisoner into court	\$	<u>40<sup>00</sup></u>
	Attending examination	\$	
	Mileage <u>15</u> Miles	\$	<u>15<sup>00</sup></u>
		\$	
		\$	

Sully R. Davis  
Sheriff

Owen P. Joe  
Deputy

