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SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

The Honorable Clifton B. Newman, Circuit Judge

Appellate Case No.: 2021-000518

Adele J. Pope.....Appellant,

v.

Alan Wilson, in his capacity as Attorney General of South Carolina.....Respondent.

**Record on Appeal
Supplement (Pages 881-933)**

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Attorney General of South Carolina*

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF NEWBERRY)
)
 Adele J. Pope,)
)
 Plaintiff,)
)
 v.)
)
 Alan Wilson, in his capacity as)
 Attorney General of South Carolina,)
)
 Defendant.)
 _____)

IN THE COURT OF COMMON PLEAS

Civil Action No. 2011-CP-36-379

AFFIDAVIT OF ADELE J POPE
 IN SUPPORT OF SUMMARY JUDGMENT
 (With expedited hearing and
In Camera Review)

Personally appeared before me, Adele J. Pope, who being duly sworn, deposes and says:

1. I ask the Court to proceed with an expedited *in camera* review of the documents I requested from Attorney General Wilson on July 19, 2011 under Carolina Freedom of Information Act ("FOIA"); conduct its Summary Judgment hearing on the same day, if possible; and issue an order granting Summary Judgment on all causes of action herein, to include:

- a. Enjoining Attorney General Alan Wilson from interfering with my review of the public documents requested under FOIA;
- b. Directing Attorney General Alan Wilson to immediately deliver the documents;
- c. Ordering the Attorney General's Office to pay my attorneys' fees and costs.

2. I am informed and believe that the Court should find that the Attorney General's refusal to comply with my FOIA request is reckless or intentional because:

- a. I correctly asked for public documents under FOIA ;
- b. I had to bring this suit because the Attorney General refused to comply with

FOIA and his own office's policy related to the State's contracts with outside counsel.

c. Even after AG Wilson's public announcement in The State newspaper that the AG's contracts with outside counsel were public documents; would be sent to anyone requesting them; and would be posted on the AG's website, AG Wilson's Office still refused to deliver the documents to me.

d. The AG's 60-day refusal to comply with a valid FOIA request violates both the letter and spirit of FOIA and, on information and belief, should not be tolerated by the Constitutional Officer who has the duty to enforce the criminal laws related to FOIA noncompliance.

3. My support for each of these reasons is contained in my filings, which I incorporate by reference, and in the tens of thousands of public James Brown documents (at least 135 boxes) now in the possession and/or control of AG Wilson and made public by waiver of former James Brown PR/Trustees, the August 10, 2007 Order of the Honorable Doyet A. Early, III in Aiken County Case No. 2007-CP02-0122, or both.

4. I am informed and believe that AG Wilson's refusal to comply with my FOIA requests is not only covering up the AG's Office's participation in and/or endorsement of Bauknight's fraudulent \$4.7 Million valuation of James Brown's worldwide music empire, but delaying public inquiry into other important questions, including:

a. Why did AG McMaster not indict David Cannon for 2 years after it was known that he took more than \$12 Million from James Brown? [Exhibit A, emphasis supplied]

b. Why has David Cannon never been tried? [See indictments, Exhibit B-1 - B-9, emphasis supplied]

c. Did political contributions of Canon/Dallas/Terry's Atlanta lawyers affect McMaster's prosecutorial decisions?

d. Has Wingate – the State's sole attorney in a civil suit – botched the State's pending criminal case against Cannon by naming Cannon as a

witness for the State in a civil suit against Bob Buchanan and me?

e. Did AG McMaster's Office, Wingate and Cannon strike a secret deal in November 2010 when Wingate listed Cannon as the State's witness? If so, what was the deal? Was it legal?

f. Has Bauknight now made Cannon's pending trial and conviction impossible by hiring Cannon's powerhouse former attorney Camden Lewis to try to stop McMaster's Legacy Trust from complying with FOIA requests?

h. Did Bauknight hire the Lewis Firm to try to gather back and control public documents and information the Lewis Firm holds which show:

1. The \$85 Million valuation of Brown's assets made by Dallas when Lewis was his attorney is correct.

2. The at least \$85 Million value placed on Brown's assets by Lewis' then-counsel William Hammond is correct.

3. Without consent of the Lewis Firm, Cannon & Dallas lied a lot to the Court and fabricated documents.

4. When Cannon resigned in August 2007, the Lewis Firm obtained an order relieving it of its obligations to Cannon in discovery.

5. The Lewis Firm carefully represented Cannon¹ and Dallas² only as fiduciaries; did not know they secretly tried to move Brown's assets to Georgia in July 2007³; did not know they fabricated a second schedule to Brown's 2000

¹Until August 10, 2007

²Until November 20, 2007

³ On July 10, 2007 Powell Goldstein sent Dallas & Cannon secret documents to move the James Brown 2000 Trust to Georgia. This was just before Bob Buchanan and I discovered Cannon had taken \$900,000 in 2006. [Exhibit C] At the same time Cannon, Dallas & Terry's son Forlando were working with PG and Greenberg Traurig to sell Brown's assets for \$100 Million; pay Cannon & Dallas about \$10 Million publicly in commissions; and also give Dallas and Cannon options or "kickback" from the IPO to be created.

The Lewis Firm, although representing Dallas and Cannon at the time, was not involved in – nor do I believe they were apprised of – the proposed move or demand for options or a "kickback" until after both happened.

Trust after Brown died; and did not learn of Dallas' and Cannon's \$12+ Million of misappropriations until at least November 2007.

6. Between 1999 and 2006 Brown earned at least \$50 Million as follows:

In Road Show Revenues, etc.	\$ 25,000,000.00+
In Royalties	<u>\$ 25,000,000.00+</u>
	\$ 50,000,000.00+

7. From 2003 - 2006 Brown's income averaged more than \$5 Million per year, with:

Road Shows (Wm. Morris)	\$ 18,000,000.00+/-
Royalties	<u>\$ 12,000,000.00+/-</u>
	\$ 30,000,000.00+/-

8. A sampling of Brown's more than 100 shows in 2006 – the year he turned 73-- includes the following minimum payments :

Peace Center, Greenville - 1 show	\$ 50,000.00
Hollywood Bowl - 1 show	\$ 75,000.00
Baltic States Tour - 2 shows	\$ 195,000.00
Italy Tour - 8 days, 6 shows	\$ 480,000.00
Belgium - 1 show	\$ 75,000.00
Liverpool - 1 show	\$ 80,000.00
Vienna - 1 show	<u>\$ 75,000.00</u>
Total (13 shows)	\$1,030,000.00

9. In February 2007 Rodney Peeples, later the Lewis Firm's co-counsel, confirmed to the Court that Brown earned \$1 Million a week in his annual 3-week overseas show tours.

10. Brown's Publicity Rights are huge, including Brown's Global Gaming contract negotiated just before Brown's death - projected to produce \$500,000 per year after a 2-3 year development period.

11. In 2007 Terry and son Forlando became joint venturers with Cannon and Dallas in the proposed Brown \$100 Million asset sale; IPO and options or "Kickback" to Cannon and Dallas being organized by two Atlanta Firms.

12. As the above facts were about to be fully explored in Court on November 20, 2007, Dallas – on the advice of the Lewis Firm – resigned. [Cannon had already resigned in August after Bob and I discovered he took \$900,000.00 2006.]

FURTHER DEPONENT SAYETH NOT.

Adele J. Pope

ADELE J. POPE

SWORN TO before me this
21st day of September, 2011

[Signature]

(L.S.)

Notary Public for South Carolina

My Commission expires: 7/13/2016

Exhibit A

From: "Walt Inabinet" <incomm@bamwellsc.com>
To: "David Cannon" <dcannon@bamwellsc.com>
Subject: RE: Walt
Received: Sun, 28 Oct 2007 08:30:41 -0400

I, too, of course hope and pray the legal proceedings will soon come to a favorable close. Moreover though, I care about you and Maggie personally and how you are doing emotionally, physically, and mentally. You are both too good to be put through any kind of even remotely public ridicule. Knowing a bit what it's like to be a "high profile" person, I know people can be especially inconsiderate, believe only the worst of rumors, forget there are real people and lives involved, and turn their backs on those they called (in name) friends during better times. Just know, I am ready, willing, and able to go to the mat for you and Maggie be it publicly or privately in whatever way you need no matter what the immediate and long-term future may hold. Rosie and I love you both and believe in you no matter how the legal proceedings turn out. Though my talents and abilities may be limited, know I'm here for you both in whatever way you want. Give Maggie my love. Stay strong, my friend.

—Original Message—

From: David Cannon [mailto:dcannon@bamwellsc.com]
Sent: Saturday, October 27, 2007 10:53 AM
To: Walt Inabinet
Subject: Re: Walt

You are not bothering me. The tide seems to be turning. I went to the Attorneys General of SC & Ga and they have entered the proceedings. The Judge and other attorneys have been quite.

I have told my story to both and hopefully we can move on and get this THING over with.

Thanks Again

David

—Original Message—

From: "Walt Inabinet" <incomm@bamwellsc.com>
To: "David Cannon" <dcannon@bamwellsc.com>
Sent: Saturday, October 27, 2007 7:42 AM
Subject: Walt

> David:

>

> Don't mean to bug you but just checking in to see if there's anything I or

> Rosie can do for you or Maggie. Thinking about you both.

>

> Walt

STATE OF SOUTH CAROLINA)
) IN THE COURT OF GENERAL SESSIONS
COUNTY OF BARNWELL)

INDICTMENT

At a Court of General Sessions, convened on February 22, 2010, the Grand Jurors of Barnwell County present upon their oath:

BREACH OF TRUST WITH FRAUDULENT INTENT

That David G. Cannon did in Barnwell County beginning on or about January 1, 2000, to on or about December 31, 2000, having been entrusted by James Brown with the care, keeping and possession of certain personal property valued at more than Five Thousand Dollars (\$5,000), did breach this trust by converting and appropriating such property to his own use and purpose, with the fraudulent intent to permanently deprive the owner thereof, to wit:

David G. Cannon was entrusted by James Brown with the care, keeping and possession of sums of money, thereby creating a trust relationship, whereby David G. Cannon was granted the authority and responsibility to disburse said sums of money per James Brown's directions and/or for his benefit; In breach of this trust, David G. Cannon did convert over Five Thousand Dollars (\$5,000) belonging to James Brown to his own use, all in violation of §16-30-230(B)(3) of the South Carolina Code of Laws (1976), as amended.

Against the peace and dignity of the State, and contrary to the statute in such cases made and provided.


HENRY MCMASTER (REM)
SOUTH CAROLINA ATTORNEY GENERAL

STATE OF SOUTH CAROLINA)
) IN THE COURT OF GENERAL SESSIONS
COUNTY OF BARNWELL)

INDICTMENT

At a Court of General Sessions, convened on February 22, 2010, the Grand Jurors of Barnwell County present upon their oath:

BREACH OF TRUST WITH FRAUDULENT INTENT

That David G. Cannon did in Barnwell County beginning on or about January 1, 2001, to on or about December 31, 2001, having been entrusted by James Brown with the care, keeping and possession of certain personal property valued at more than Five Thousand Dollars (\$5,000), did breach this trust by converting and appropriating such property to his own use and purpose, with the fraudulent intent to permanently deprive the owner thereof, to wit:

David G. Cannon was entrusted by James Brown with the care, keeping and possession of sums of money, thereby creating a trust relationship, whereby David G. Cannon was granted the authority and responsibility to disburse said sums of money per James Brown's directions and/or for his benefit; In breach of this trust, David G. Cannon did convert over Five Thousand Dollars (\$5,000) belonging to James Brown to his own use, all in violation of §16-30-230(B)(3) of the South Carolina Code of Laws (1976), as amended.

Against the peace and dignity of the State, and contrary to the statute in such cases made and provided.



HENRY MCMASTER (REM)
SOUTH CAROLINA ATTORNEY GENERAL

Exhibit BC

POWELL
GOLDSTEIN, LLP

Atlanta • Washington • Dallas

Direct Dial No.
404.572.6851

E-Mail: fmcgaughey@pogolaw.com

July 10, 2007

Albert H. Dallas, Esq.
Dallas Law Firm
304 Black Street, SE
Thomson, Georgia 30824

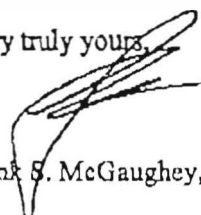
Re: The James Brown "I Feel Good" Trust

Dear Buddy:

Enclosed for your review and consideration is a document by which the Trustees of the above-referenced trust would change the controlling law of the trust, and amend the powers of the Trustee. Essentially, this moves the trust to Georgia. When you have had a chance to look at this and to consult with David Cannon and Judge Bradley, please let me know if there are any questions.

Best regards.

Very truly yours,



Frank S. McGaughey, III

For POWELL GOLDSTEIN LLP

FSM/jp

Enclosure

cc: William B. Shearer, Jr.

::ODMA\PCDOCS\ATL\11752531

**IRREVOCABLE TRUST AGREEMENT OF JAMES BROWN
CREATING THE BROWN FAMILY EDUCATION TRUST AND
THE JAMES BROWN "I FEEL GOOD" TRUST**

**DECLARATION OF TRUSTEES CHANGING CONTROLLING LAW
AND AMENDING THE POWERS OF THE TRUSTEE**

WITNESSETH, that by Trust Agreement dated August 1, 2000 (the "Trust Agreement"), James Brown as Grantor did establish The Brown Family Education Trust and The James Brown "I Feel Good" Trust (the "Trusts") with Alford A. Bradley, Albert H. Dallas and David G. Cannon as Trustees (the "Trustees"); and

WHEREAS, Article XIX of the Trust Agreement provides that notwithstanding that the laws of the State of South Carolina are initially to govern the execution of the Trusts, the Trustees are authorized to declare by written instrument that the Trusts from the date of such instrument shall be governed by the laws of another state which shall thereafter become the Controlling Law of the Trusts; and

WHEREAS, Article XIX of the Trust Agreement further provides that if the Controlling Law of the Trusts changes, the Trustees may by written instrument amend the Trustees' powers and such other provisions of the Trust Agreement as they may consider necessary or desirable to secure that such powers and provisions shall be as valid and effective under the applicable law.

THEREFORE, the Trustees of the Trusts hereby declare that:

1. They are the sole acting Trustees of the Trusts.
2. The Controlling Law of the Trusts shall hereafter be the laws of the State of Georgia.

3. The Trust Agreement is hereby amended by incorporating therein, but only to the extent not in conflict with any current provision thereof, each of the powers contained in Official Code of Georgia § 53-12-232.

IN WITNESS WHEREOF, the Trustees have hereunto affixed their hands and seals this 30th day of July, 2007.

Signed, sealed, and delivered in the presence of:



ALFORD A. BRADLEY, Trustee (SEAL)

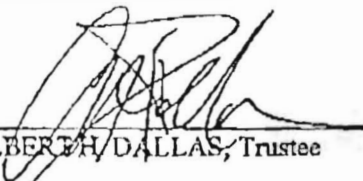
Witness

Witness

Notary Public
My Commission Expires:

[AFFIX NOTARIAL SEAL]

Signed, sealed, and delivered in the presence of:



ALBERT H. DALLAS, Trustee (SEAL)

Witness

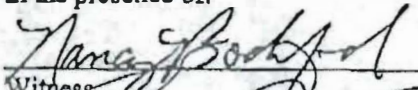
Witness

Notary Public
My Commission Expires:

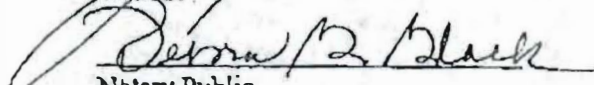
[AFFIX NOTARIAL SEAL]

Signed, sealed, and delivered
in the presence of:

 (SEAL)
DAVID G. CANNON, Trustee


Witness


Witness



Notary Public

My Commission Expires:

Oct. 24 2015

[AFFIX NOTARIAL SEAL]

00DMA9CD0CSA7LW1187649W

As STATE OF SOUTH CAROLINA)
)
 COUNTY OF NEWBERRY)
)
 Adele J. Pope,)
)
 Plaintiff,)
)
 v.)
)
 Alan Wilson, in his capacity as)
 Attorney General of South Carolina,)
 and James Brown Legacy Trust, by)
 Russell Bauknight, its Trustee)
)
 Defendants.)
 _____)

IN THE COURT OF COMMON PLEAS

Civil Action No. 2011-CP-36-364

SUPPLEMENTAL AFFIDAVIT OF PLAINTIFF

Personally appeared before me, Adele J. Pope, who being duly sworn, deposes and says:

1. This affidavit is based on my personal knowledge and belief.
2. I wish to correct certain typographical errors in my affidavit of September 12, 2011, signed but incorrectly dated September 12, 2008 – rather than the actual date of September 12, 2011.

3. AG Wilson’s representations to the S. C. Supreme Court about Bauknight’s \$4.7 Million valuation of James Brown’s worldwide music empire.¹

¹ Bauknight told the IRS and the Aiken County Probate Court that the following assets were worth less than \$4.7 Million when James Brown died on December 25, 2006:

- a. Brown’s rights to more than 850 published and unpublished songs (“Royalties”);
- b. Brown’s right to exploit his image and persona (“Publicity Rights”)
- c. Brown’s \$12+ Million claim against former Trustees/POA s Dallas and Cannon for misappropriations between 1999 and 2006.

Robert Buchanan and I, on the Estate Tax Return filed September 25, 2009, prepared by William Sellars, CPA, valued these same assets at approximately \$84 Million. This value was based on and/or supported by numerous factors, including:

1. An October 12, 2007 offer of a group calling itself "The James Brown Legacy" made to PR/Trustees Dallas and Bradley on October 12, 2007, to purchase all James Brown assets for \$100 Million plus a 5% continuing royalty. The Offer is discussed by Sr. Assistant AG C.H. Jones ("Sonny") in a letter to Bob and me dated December 6, 2007 which says:

re: James Brown Legacy initial offer 10-12-07

I, like each of you, have been contacted by Dr. Cox and Toby Byron as to the purchase (see attached 10/12/07 letter) of the Trust Estate for \$100 million plus 5% of the gross profits from the company to be formed. . .

. . . I have heard for the last 3 months that the sky will fall and the offer will go away if we do not accept it now...your thoughts. Also, who else is out there who can make an offer if at all.

[Neither AG McMaster, nor then-PR/Trustees Dallas & Bradley, presented the October 2007 offer to the Court for consideration. A copy of Mr. Jones' letter, with the October 12, 2007 offer is attached as Exhibit A.]

2. Two subsequent offers of the same group, formalized as TJBL, LLC ("TJBL") in Georgia on December 5, 2007, made in February and March 2008. [Terry Brown and his son Forlando, were part of TJBL, with Forlando's owning 39%.]

[Challenges to our authority by AG McMaster and the December 19-26, 2007 challenges to Brown's Estate Plan, although without merit, prevented the Estate/2000 Trust from considering the February and March 2008 offers at that time]

3. Sworn testimony of investor Cox on November 20, 2007 about the value of James Brown's assets and Dallas about additional offers.

4. Sworn testimony of Forlando Brown of September 2009 that offers of \$150 Million were still available for the James Brown assets.

5. As reported in the Order of the Honorable Doyet A. Early, III dtd. 4/8/08:

On November 30, 2007 Hammond signed an affidavit, filed with this court stating that he believed Mr. Brown's net estate to exceed \$85 Million . . . He asserted that the Trust assets have been valued at over \$20 million, and "may be worth more than \$80 [million] if [JBE, Inc.] owns the rights to James Brown's image and persona.

6. Other sworn and unsworn testimony, including of Rodney Peoples, Esq. (2/19/07); Estate/2000 Trust's Tax Attorney Bill Hammond, Esq.; counsel for Tommie re:

AG Wilson's filing with the S. C. Supreme Court asserting that Brown's music empire was worth \$4.7 Million and that Bob and I had overstated the value to the IRS by \$79 Million – at about \$84 Million -- was made on May 6, 2011, not 2006 as indicated in Paragraph 7 of the affidavit.

4. Jg. Early's Order of August 10, 2007 making most James Brown Historical Documents Public

The Order of Judge Doyet A. Early making most James Brown Historical Documents, including the complete files of Dallas, Bradley and Cannon, available for inspection and copying by any Interested Person, was dated August 10, 2007, not 2008 as stated in Paragraph 47 of the September 11 Affidavit..

5. Dallas' Most Recent Statement to the Media

My affidavit referenced Albert Dallas' most recent media statement as being in July 2011. The most recent statement of which I am aware was actually published on August 23, 2011, in The ENQUIRER. That article, in part, said:

James Brown has been dead for nearly five years, but the battle over his \$100 Million fortune has grown so heated it's the subject of a PBS TV special....

"This is the most screwed up thing I have ever experienced in my entire life," James' longtime attorney and friend Alfred [sic] "Buddy" Dallas told The ENQUIRER.

"How can a man pay a lawyer \$20,000 to set up his estate plan

Hynie (Hg. 2/07);

6. Oral order of Jg. Early dtd. November 20, 2007 re: formula for valuing Royalties and Publicity Rights for Estate Tax Return without an appraisal. AG McMaster did not object to this proposal. [See transcript, Hg. 11/20/07]

and then have the court just ignore what the man did?" lamented Dallas, an Augusta, Ga., lawyer ...

6. I do not endorse the ENQUIRER article as entirely accurate because, in addition to misspelling Buddy Dallas' name, it contained several factual errors.

7. I attended the hearing in Richland County Case No. 2010-CP-40-4900 held on September 14, 2011, as I try to attend most hearings in James Brown cases in Aiken and other places.

8. Attorney General Alan Wilson is not an attorney of record in that case. His sole attorney is Kenneth B. Wingate, who, subject to our challenge, represents both the State of South Carolina about 15 Private Plaintiffs.

9. The matter to be heard was my motion for an injunction to prevent Wingate, based on his obligation of loyalty to his Private Plaintiffs, from simultaneously being the sole attorney for the State of South Carolina.

10. So far as I know, in the history of our State no private attorney has ever asserted – as Wingate's firm did – that he can be sole attorney for the State of South Carolina, while representing the interests of private plaintiffs in a tort suit.

11. If Wingate is ultimately allowed to be the only lawyer for his Private Plaintiffs and the State of South Carolina, a subsequent issue will be whether Wingate's private clients, the State, or both, should be relieved from default as to Bob's and my counterclaim for:


- a. Abuse of Process
- b. Intentional interference with contract;
- c Civil conspiracy and other causes of action'

12. Also in Wingate's case – so far as I know - is another issue of first impression in South Carolina: If Bob and I receive a substantial judgment in our counterclaims, do Wingate and Bauknight – both purporting to represent the State – have the power to bind the State to pay the judgment.

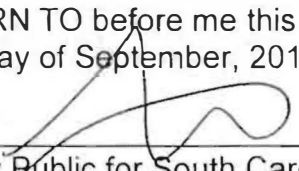
13. I continue to believe that neither the Richland County Case, nor the several Aiken County Cases still pending, which will likely last for years, should impair my FOIA rights.

14. I ask the Court to proceed with and expedited in camera review and merits hearing on this matter at its earliest convenience, because the documents which I requested on June 30, 2011 are long overdue.

FURTHER DEPONENT SAYETH NOT.


ADELE J. PORE

SWORN TO before me this
16th day of September, 2011



Notary Public for South Carolina (L.S.)
My Commission expires: 7/13/2016

Exhibit A

Adele J. Pope

From: Sonny Jones [AGSJONES@ag.state.sc.us]
Sent: Thursday, December 06, 2007 4:04 PM
To: ribuchananjr@bellsouth.net; adele@popelawfirm.com
Cc: Bob Cook
Subject: James Brown Matter

Attachments: James Brown Legacy ~~Initial Offer 10-12-07~~ .doc



James Brown
Legacy initial off...

I, like each of you, have been contacted by Dr. Cox and Toby Byron as to the purchase (see attached 10/12/07 letter) of the Trust Estate for \$100 million plus 5% of the gross profits from the company to be formed. I, like each of you, have very little time left to devote to the intellectual property issue. However, I do not want to be the one referenced as the one who sat on an offer of \$100 million and lost it. Therefore, please advise as to the following (and more if you have further insight):

1. Is it that we do not have time to deal w/ this now and if so do we need to consult w/ someone who has the expertise
2. I have heard for the last 3 months that the sky will fall and the offer will go away if we do not accept it now...your thoughts. Also, who else is out there that can make an offer if at all
3. Are there some self serving interest w/ some of the local players in this that is causing this push
4. I was given Joe Katz in Atlanta as a person to call to get a feel if these current offer will in fact decrease in the near future...your thoughts on that contact

I would appreciate your thoughts and your indulgence but I would like to discuss now rather than explain later on...

Please advise. Thanks.

PS: When can we talk about the interesting information you recently discovered in the boxes from Keith Babcock.

The James Brown Legacy, Inc.
(name pending)
28 East Andrews Dr.
Suite K
Atlanta, GA 30305

October 12, 2007

Mr. Buddy Dallas
Judge Alford Bradley
The Irrevocable Trusts of James Brown, dated 8-1-00
The Brown Family Educational Trust
The James Brown "I Feel Good" Trust

Dear Mr. Dallas and Judge Bradley:

We are pleased to present this initial presentation of a corporation to be formed, after approval, named "The James Brown Legacy, Inc." (hereinafter "JBL") and letter of intent to begin due diligence involved with the James Brown Trust Estate (Trust Estate) with the objective of a purchase of the Trust Estate in its entirety, image, songbook, etc. of James Brown. We make this presentation as an initial introduction of our intent and with the understanding that any final agreement will be subject to formal documentation and acceptance and approval by the Trust Estate and the Court.

It is our belief that the legacy of James Brown and his noble wishes as set out in the trust documents will be best served by maximizing the value of the non-performing assets of the Trust Estate and transferring the items to a group interested in not only paying a fair price but also interested in continuing the altruism of Mr. Brown. It is our belief that the Trust Estate will have peak value by keeping the items grouped together and selling them as a unit instead of breaking up the items and liquidating them piecemeal. As you surely know, merely selling the items individually will do nothing to perpetuate the good works of James Brown.

Our organization's mission will be to develop a Strategic Plan and infrastructure that will build and promote the legacy of James Brown. We intend to work and partner with government agencies and educational institutions to turn James Brown's home into an experiential setting commiserate with the stated intentions of the I Feel Good Trust. We also envision plans that would include the establishment of the James Brown Museum. The purpose of this museum will be to tell the story of how James Brown persevered against all odds: a true "Horatio Alger" story. We will also work and partner with other interested parties within the Strategic Plan to maximize the brand equity and performance of the idle assets over time. We believe that this approach, coupled with the right structured sales agreement, will provide the most value for all interested parties.

Our intent is to make a formal offer to the Estate of James Brown and the Irrevocable Trust of James Brown dated 8-1-00 and must meet several criteria and approval by certain specific parties. Our intent is to purchase the assets, in their entirety, of the trust estate to include the writer's share of the music, the songbook, all intellectual property, real estate, personal property such as costumes, etc., Mr. Brown's image and persona, individually and as an entertainer to include all indicia, stage names such as "Godfather of soul", "The hardest working man in show business", etc.

Our intent is to make a formal offer, as of the date of this letter, for the above referenced property, for a payment of \$100 million US dollars plus Five percent (5%) of the gross profits of the company to be formed, JBL, to be portioned to the "I Feel Good" Trust over a determined period of time as legacy royalties. Our formal offer shall provide earnest money in the amount of \$100,000.00 to be paid into the Estate/Trust as directed during the initial 90 day period which will begin upon approval of the formal offer by the Court. In order to maximize the value of the Trust Assets, we also anticipate the Trust granting JBL contingent, exclusive rights to maximize Trust Assets during the 90-day period, the contingency being our eventual closing on the transaction. During this period, JBL will have all of the rights and privileges to determine marketability of assets and enter into arrangements to secure cash infusions. Further, inasmuch as the closing of the purchase, if approved by the parties and the Court, will be as of the date of this letter and all income or receipts of the Trust will be part of the assets that we will be purchasing, the \$100,000.00 earnest money may be paid into the Estate/Trust from any source during that 90 day period.

We envision that, upon tentative approval of the formalized offer by the Court, we will begin a brief period of due diligence.

By the end of the first 90 days following tentative approval, if JBL's due diligence warrants proceeding further, JBL will make a payment of \$5 million to be credited toward the purchase price at the closing. That payment will begin an additional 90 day period in which the parties have to finalize and close the transaction. Provided all the conditions set forth in the formal offer are met, the closing will occur on or before the 90th day following the \$5 million dollar payment. Principals of our group have already been in contact with John H. Tiller, Esq. of Haynsworth Sinkler Boyd, P.A., who has tentatively agreed to be the closing attorney, should the Court approve our formal offer.

At the final closing, the remaining balance of the \$100 million offer shall be paid. We anticipate that the Gross Profits Agreement will be executed at that time as well.

As you will certainly understand, this letter of intent is subject to due diligence by us and our agents. We anticipate certain contingencies to be in the formal offer, including a completed inventory and appraisal of all items in the Trust, assurance of control of assets, assurance of full rights to publicity, reasonable financing if necessary, no limitations or conditions that would inhibit the implementation of the JBL Strategic Plan to develop the James Brown Legacy, and no impediments to creating performing assets over time.

We understand and appreciate that this letter of intent and any formal offer shall be subject to evaluation and approval of both the Special Administrators and the final approval of the Court.

As you understand, it is our hope and desire to maintain the legacy and good will of James Brown as so aptly set forth in the Trust agreements. We understand the limitations that the Trust may have at this juncture, however. As a small demonstration of our wish to "keep up the good works" of James Brown, we wish to provide the Trust Estate with funds necessary to continue James Brown's tradition of providing turkeys for the needy this Thanksgiving 2007. We believe that this important tradition is needed to maintain the James Brown Legacy, Mr. Brown's wishes, and are honored to assist.

We appreciate the opportunity to provide this letter of intent and believe it be truly reflective of the valuation of the estate at this time. If the Trust Estate is willing to consider entering into a formal agreement, kindly contact me or my counsel, John T. Sparks, Sr., within the next 30 days.

I look forward to discussing this matter with you further.

Sincerely,

Gray M. Campbell

cc: John T. Sparks, Sr., Esq., Austin & Sparks, P.C.
cc: John H. Tiller, Esq., Haynsworth Sinkler Boyd, P.A.

STATE OF SOUTH CAROLINA
 COUNTY OF NEWBERRY

Adele J. Pope,
 Plaintiff,

v.

Alan Wilson, in his capacity as
 Attorney General of South Carolina,
 and James Brown Legacy Trust, by
 Russell Bauknight, its Trustee
 Defendants.

RICHLAND COUNTY
 FILED
 THE COURT OF COMMON PLEAS
 2012 JAN 17 PM 4:40
 Civil Action No. 2011-CP-36-364
 JEANNETTE W. MCBRIDE
 C.C.P. & G.S.

AFFIDAVIT OF ADELE J POPE
 OPPOSING MOTION TO DISMISS
 AND REQUESTING EXPEDITED
 HEARING

SCANNED

FILED
 NEWBERRY COUNTY
 2011 SEP -6 P 12:21
 KYLE S. BOWERS
 CLERK OF COURT

Personally appeared before me, Adele J. Pope, who being duly sworn, deposes and says:

1. This affidavit is based on my personal knowledge and belief.
2. For 35 years I have tried to be a careful lawyer, waiting for the documents to tell the story that needed to be told. In this case, Attorney General Alan Wilson is refusing to release public documents which, I believe, will tell the scandalous story of what his own office and predecessor have done.
3. I am informed and believe AG Wilson is refusing to release these public documents to cover up for illegal and/or improper actions of Henry McMaster, and his Sr. Assistant Sonny Jones since September 2007.
4. I am informed and believe that AG Wilson is intentionally, and with knowledge that his acts violate FOIA, denying and delaying my legal FOIA requests made on June 30, July 19 and July 20, 2011.
5. I am informed and believe that AG Wilson is intentionally violating his own

policies as described in the FOIA Handbook, because his office has determined that concealing public documents which show what McMaster, Sonny and Russell Bauknight did is taking precedence over complying with FOIA. [See Exhibit A]

6. Between March 2007 and today I have been a party to more than 20 lawsuits, most in Aiken County, related to James Brown's \$100 Million worldwide music empire.

7. I do not believe being in any of these suits, including one in Richland County, should take away or diminish my FOIA rights.

8. I am seeking a copy of the "Legacy Trust" McMaster and Russell created about 2 years ago to hold Brown's \$100 Million music empire when McMaster, in his official capacity, took it over.

9. On January 30, 2009 Bauknight told the Aiken County Court that it was fair and reasonable for McMaster to take over Brown's assets; put them in the Legacy Trust (also called the Settlement Entity) and then give away about \$50 million of Brown's assets to people Brown intentionally disinherited from his music empire.

10. Russell didn't tell the Court he was already trustee of the Legacy Trust.

11. On April 6, 2009 Sonny told the Aiken Court:

THE ATTORNEY GENERAL IS GOING TO ...MAKE SURE IT IS
TAKEN CARE OF AND WE HAVE CONTROL OVER THE CHARITABLE
TRUST AND SETTLEMENT ENTITY, SO WE'LL MAKE SURE
THIS CHARITABLE TRUST AS SET UP PER THIS SETTLEMENT
WILL BE CARRIED FORTH PROPERLY...

12. A May 26, 2009 Aiken County Court Order approved McMaster's takeover of Brown's assets.

13. With a duty to uphold James Brown's Estate Plan, Bob Buchanan and I

appealed the May 26th Order.

14. Our appeal is now in the S. C. Supreme Court, but I do not believe my FOIA rights should be denied or suspended until the Court decides.

15. Whether or not the Supreme Court allows McMaster to destroy what should have been South Carolina's largest private foundation dedicated solely for scholarships for needy and deserving students – about \$80 Million – I believe I still have FOIA rights.

16. On April 30, 2010 Alan Medlin, attorney for Brown's companion Tommie Rae, threatened that Sonny had already hired contingency-fee lawyer Ken Wingate who would sue Bob and me if we did not drop our appeal.

17. For almost a year Alan and Sonny had tried to force Bob and me to sign a document not to criticize McMaster and what he had done to destroy Brown's "I Feel Good" Trust.

18. As the draft article Jeff Smith and I are writing, "Private Foundations, Copyright Heirs, and Musical Millionaires – Why the James Brown "I Feel Good" Foundation doesn't...", describes, anyone who advises private foundations or charities in South Carolina – including me – would have to criticize what McMaster did to destroy private philanthropy in our State.

19. On May 19, 2010 the State, without any attorney from the AG's office – but using the private, contingency fee Wingate Firm -- sued me, accusing me of criminal and civil wrongdoing.

20. The Complaint is strange.

21. The State accuses Bob and me of the crime of overstating Brown's assets to the IRS – at about \$85 Million – just to get a big commission.

22. I believe that Bauknight, McMaster and Sonny fabricated the suit for 1 reason: to ruin my career as a trust and estate lawyer and Bob's as a distinguished lawyer and federal magistrate judge because we dared to challenge what McMaster had done.

23. McMaster and Bauknight held awesome power. In May 2009 McMaster was hoping to be South Carolina's next governor, and the managing partner of Bauknight's law firm was running to be South Carolina's next Attorney General.

24. In his 8 years as AG, McMaster used outside contingency-fee counsel only about 7 or 8 times. McMaster said these contingency-fee lawyers were needed because the State's opponents were huge multi-national drug companies. All except Bob and me.

25. I wondered why the State could not bring its own suit against Bob and me.

26. I knew tens of millions of dollars in damage had been done to James Brown's music empire, but I knew McMaster and Sonny had done it.

27. I wondered how Russell could be authorized to speak for the State.

28. I still wonder, and believe the public documents AG Wilson is withholding will tell me.

29. I do not believe the State should be allowed to sue me through a private lawyer; refuse for 15 months to produce a single document to supports its false, criminal claims; then claim I have no FOIA rights.

30. I believe the public documents AG Wilson is refusing to disclose will show that his own office was also deeply involved in Bauknight's fraudulent devaluation of Brown's worldwide music empire described below.

31. In December 2010 Russell, at the same time he was receiving reports that Brown's Royalties for 2010 were \$5.4 Million, secretly told the IRS that Brown's music empire was worth only \$4.7 Million and that Bob and I fraudulently overvalued it by \$79 Million.

32. I believe anyone familiar with Brown's assets and income, including the 5 AG lawyers who worked on the James Brown matters, knows this is outrageous.

33. In April Jeff Smith and I finished a draft of "Private Foundations..."

34. I am also working on two other pieces:

a. An article about tort reform and what McMaster did, tentatively called: "What Happens to the Subjects when the Attorney General becomes the King of Torts?" and

b. Something longer – maybe only for my family – called The House of James, about my experience with James Brown's Estate, Trust and wonderful home, and my great, great grandfather James, who – like Brown -- lived in Beech Island and had a big, wonderful house.

35. I believe that as a citizen of South Carolina I should be able to view any public document I want to see while I work on these articles – or for any other reason.

36. In May 2011 Russell told the Aiken County Probate Court, in a sworn Inventory, that Brown's worldwide music empire was worth only \$4.7 Million.

37. In May 2011 the State, now through AG Wilson, asked the Supreme Court to supplement the appeal record with Russell's \$4.7 Million value.

38. When Bob and I opposed the supplement because the \$4.7 Million conflicts with at least 3 offers; 50 references in the record to a value between \$80 Million and \$100 Million; and the value placed on Brown's assets by all fiduciaries except Bauknight, AG Wilson, through Sonny, and Bauknight asserted:

The Respondents moved to supplement the record on appeal, in part, to clarify that the asset valuation figures tossed around by the Appellants [Bob and me] were not based upon a due diligence analysis of the assets –...

...Appellants' claim that the charitable trust will receive less than \$1 Million is grossly misleading (Appellants Return, at 6)"

...To be clear, from the date of James Brown's death until Russell Bauknight was appointed PR/Trustee no one conducted any due diligence to determine the value of the assets. Every valuation Appellants rely on is nothing more than speculation.

Appellants have misrepresented to this Court that "offers" were made to the Estate and Trust to buy its assets. . . .

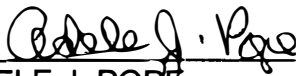
39. I was, of course, curious about what basis the State had to make these strong allegations against me to our Supreme Court.

40. Between June 30 and July 20, 2011 I made several FOIA requests – and I intend to make more – because I want to find out from public documents how deeply the State, Sonny, Terry Brown, Tommie Rae and others were involved in Bauknight's outrageous \$4.7 Million valuation and these representations our Courts.


41. I am informed and believe that the story of the McMaster/Sonny/Russell's attempt to turn Brown's assets into a private political pocketbook for McMaster needs to be told.

42. I ask the Court to hear these matters as soon as possible.

FURTHER DEPONENT SAYETH NOT.


ADELE J. POPE

SWORN TO before me this
6th day of September, 2008



Notary Public for South Carolina (L.S.)

My Commission expires: 7/13/2016



ATTORNEY GENERAL



Dear Public Official:

The Freedom of Information Act (FOIA) was enacted to provide direct access to the functions of government to the general public and the press. In fact, sunlight is essential to the survival of our representative democracy.

Government agencies and public officials have a duty to disclose any public information requested through FOIA- unless that information is protected as described in this handbook.

While drafting South Carolina's FOIA, the General Assembly offered the following:

"The General Assembly finds that it is vital in a democratic society that public business be performed in an open and public manner so that citizens shall be advised of the performance of public officials and of the decisions that are reached in public activity and in the formulation of public policy.

Toward this end, provisions of this chapter must be construed so as to make it possible for citizens, or their representatives, to learn and report fully the activities of their public officials at a minimum cost or delay to the persons seeking access to public documents or meetings."

As public officials, the people of this state have placed a great amount of trust in our ability to perform the tasks of government. In turn, we have an obligation not only to adhere to the letter of this law, but also live up to its spirit through compliance with every reasonable FOIA request without delay or obstruction to the individual or entity seeking their right to public information.

The Attorney General's Office uses and recommends the following FOIA guidelines:

- When in doubt, disclose requested information
- When in doubt, post the time, place, and purpose of the meeting
- When in doubt, open the meeting to the public
- When in doubt, release the document

The following guide provided by the S.C. Press Association should answer the majority of questions you may have regarding FOIA requests.

When fulfilling a request, remember a vigilant press corps is a requisite for good government. As public officials, we have an added obligation to aid members of the media with their quest to properly inform the public.

Sincerely,

Alan Wilson
Attorney General

FILED
NEWBERRY COUNTY
SEP - 6 P 12: 27
JACKIE S. BOWERS
CLERK OF COURT

State of South Carolina)	In the Court of Common Pleas
County of Newberry)	Civil Action No. 2011-CP-36-364
)	
Adele J. Pope,)	Affidavit of Sue Summer
Plaintiff)	Opposing Striking or Disregarding
v.)	Affidavits
)	
Alan Wilson, in his capacity as)	
Attorney General of South Carolina)	
And James Brown Legacy Trust, by)	
Russell Bauknight, its Trustee)	
Defendants)	
_____)	

Personally appeared before me, Sue Summer, who being duly sworn, deposes and says:

1. This affidavit is based on my personal knowledge and belief.
2. I am informed and believe that the Court should not strike or refuse to consider my earlier affidavit or those of Vic MacDonald, Deborah Spence, W. Jeffrey Smith, Rep. Tom Young and Tom Pope, because all demonstrate the importance of the public's right to public documents "at a minimum cost or delay," as well as the public's interest in matters related to music legend James Brown.
3. I am informed and believe that the transparency in government which is encouraged by the FOIA is essential to our free society.
4. I am informed and believe that the McMaster-created Legacy Trust, now controlled by AG Alan Wilson through Mr. Russell Bauknight, is a public body under the FOIA and should comply with all FOIA requests, including mine. Former AG McMaster, after all, created the Trust while serving as a representative of—and being paid by—the people of South Carolina.
5. AG Wilson's office has repeatedly refused to answer important questions related to James Brown. (See exchange of emails, Exhibit A.)
6. After several weeks of my making requests for documents and information, AG Wilson's office refused to release to me the McMaster/Wingate contingency fee contract—again, a public document created by McMaster while being paid by the taxpayers of South Carolina—and stopped responding to my emails altogether. Now, AG Wilson's office has failed to comply with my formal request under the FOIA, made December 6, 2011. (Exhibit B.)
7. Mr. Bauknight, through attorney David Black, has refused to provide me with a copy of the at-death appraisal of Mr. Brown's music empire, nor would he release the name of the appraiser so that I might independently verify what he said to me in a telephone interview.
8. I believe the public has a right to see documents that will shed some light on the magnitude of the gift Brown made to poor children for the purpose of education.

9. I believe the public has a right to see documents that might explain why AGs McMaster and Wilson have not recovered one dime of the \$12+ million David Cannon took from Brown and the students who would benefit from the "I Feel Good" Foundation.
10. I am informed and believe I should not be required to bring a FOIA lawsuit to obtain a public document, certainly not when that document is in the custody of the public body responsible for enforcing compliance with FOIA.
11. I do not believe I should be required to bring a separate FOIA lawsuit to get a public document when Mrs. Pope is already seeking that document in her FOIA lawsuit.
12. The Newberry Observer is a non-daily newspaper that serves a small town, not a major media market. Still, it has a proud history of promoting "sunshine" laws and a strong record of defending the FOIA. One of its former editors, Vic MacDonald, won a S.C. Press Association award for his vigorous defense of the FOIA, and other reporters on staff have pursued the release of public documents at the local and state level.
13. The weakened condition of newspapers over the past 10-15 years has placed the FOIA in great peril, in my opinion. Many no longer have the staff to pursue compliance, nor do they have the resources for legal action. Yet, the FOIA is critical to maintaining our democracy: if government officials make it impossible for the people to know what they are doing, we will find it impossible to hold those officials accountable for bad decision-making.
14. While public relations director at Newberry College, I advised the student newspaper and attended student conferences of the S.C. Press Association. I worked closely with students to lobby for the passage and the strengthening of the "sunshine law" in South Carolina, and I want to do whatever I can to make sure their efforts were not in vain.
15. Scholarships for needy children are a public concern in a state where we rank near the bottom in education, and \$12+ million would be most helpful in that regard. I believe the public has a right to see documents that may explain why AGs McMaster and Wilson have never recovered one dime of the \$12 million David Cannon took from Brown and the needy and deserving students who are beneficiaries of the "I Feel Good" foundation.
16. With a Supreme Court hearing related to the Cannon case next week, the public interest (and mine) will be heightened regarding Cannon's relationship with the AG's office, Bauknight and Legacy Trust beneficiary Terry Brown.
17. I became interested in Terry Brown's attempts to lower the price at which he might buy Brown's music empire—a right given to Terry by AG McMaster—when I read the April 2011 draft of W. Jeffrey Smith's article, "Private Foundations, Copyright Heirs, and Musical Millionaires: Why the James Brown 'I Feel Good' Trust Doesn't...."
18. According to filed documents, Terry Brown, Bauknight and AG Wilson told the courts that Brown's music empire—which Terry's group had tried to buy for \$100 million in 2008—was worth less than \$4.7 million at James Brown's death, even though it was bringing in between \$4-5 million in royalties annually.
19. In the summer of 2011 I learned that the counsel for the Legacy Trust, David Black, had threatened to seek sanctions against Mrs. Pope for exercising her FOIA rights. This threat chilled me, as it should have every journalist in the state. When one is denied FOIA rights, it sets a precedent for all to be denied.

20. In the fall of 2011, Mr. Black told me that Mr. Bauknight's \$4.7 million at-death value was correct, but that the supporting appraisal could not be released to me as it was under lock and key.
21. On Nov. 1, 2011, I heard another of Mr. Bauknight's attorneys tell the Supreme Court that Brown's Estate/Trust had "no corpus" to speak of. Again, this was related to intellectual property that had been bringing in \$4-5 million annually, and I knew the Observer's readers—especially those interested in education—would want to know how that could be.
22. Also on Nov. 1, 2011, I heard AG Sonny Jones tell the Supreme Court that in 2008, when McMaster agreed to give more than half of Brown's assets to disinherited heirs, he knew nothing about termination rights under the Federal Copyright Act.
23. According to Smith's article, this ignorance of the AG's office related to termination provisions of the Copyright Act—and the AG's agreement to call certain non-heirs Brown's "heirs"—was the first step in the destruction of the "I Feel Good" Trust.
24. The next step, according to Smith, was for the newly-created "heirs"—who are not Brown's true heirs under the Copyright Act—to acquire Brown's assets at a reduced price, thereby completely dismantling the "I Feel Good" Foundation.
25. In a recent telephone interview, Mr. Buddy Dallas informed me that in 2007, he provided Judge Early with a copy of the \$100 million offer to buy Brown's assets, and that the \$4.7 million value was incorrect.
26. Mr. Dallas also provided me with a recording in James Brown's own voice, in his own words, during which he speaks in 1999 with his estate planning attorney and others about how important it was to give back what God had given him by leaving his music empire to the "I Feel Good" foundation for needy and deserving students.
27. It confirmed for me how important it was for the public to see the McMaster/Wingate contract that I am seeking under the FOIA when, in the winter of 2011, Mr. Wingate's firm, representing Terry Brown and others, asked the Court to sanction Mrs. Pope for seeking the same document in her FOIA lawsuit.
28. After Mr. Wingate, representing Terry Brown, sought to sanction Mrs. Pope, Forlando Brown told me his father Terry did not know Mr. Wingate was seeking sanctions against Mrs. Pope, and he further said:

After my father (Terry Brown) refused to join the fight (to contest the Will and Trust) they called us to South Carolina to the Attorney General's office. They said they could settle without us, and they'd make sure we got nothing. We were given an ultimatum.

29. I have recently learned that the lawyers who helped Mr. Cannon and Mr. Dallas enforce the "I Feel Good" Trust and protect Brown's estate plan in 2007 are now helping Mr. Bauknight to keep public documents from being released under the FOIA. Why?
30. I believe the public has a right to know if political contributions influence policy decisions, and in the James Brown matter, there appear to be questions about certain contributions to McMaster's gubernatorial campaign from the battalion of high-powered lawyers involved.

31. I believe the public has a right to know what is going on with the valuation of Brown's music empire, which he wanted to use for education. How can the AG's office acknowledge a \$100 million offer to buy Brown's assets in 2007, and then say in 2011 that the music empire is worth only \$4.7 million?
32. I believe the public has a right to know why James Brown's wishes, as he recorded them, were ignored by the AG's office. Also, the public has a right to know if AG McMaster read the diaries of Mr. Brown's companion, which confirm she knew she was not married to Mr. Brown when he died, according to Mr. Dallas.
33. I believe the public has a right to know why AG Wilson is going along with giving away over half of Brown's music empire to those he specifically disinherited—and with the reduced value of that music empire—when neither decision is serving the interest of needy and deserving students in South Carolina.
34. I believe the public has a right to know why neither the AG nor Bauknight recommended a sentence for David Cannon or spoke on behalf of the "I Feel Good" student victims during his sentencing hearing in October of 2011.
35. The AG is charged with the enforcement of the FOIA, but he has gone to great lengths to resist his own office's compliance. Perhaps if I were writing for a large daily newspaper, the AG would have been more cooperative and more helpful in providing documents and information, but I submit that small town newspapers have FOIA rights, too, as do individuals in the public. My most recent list of questions for the AG's office is attached. (Exhibit C.)
36. The consolidation of a FOIA lawsuit with a civil tort action is a dangerous course, in my opinion. The governmental body can hide behind the private plaintiffs' right to privacy, and public documents may very well never see the light of day. It is difficult to hold public bodies accountable, as it is. Allowing FOIA suits to be consolidated with private actions may very well render the Act useless by giving public bodies an escape route by which documents that may prove embarrassing can be hidden.

FURTHER DEPONENT SAYETH NOT.

Sue Summer

Sue Summer

SWORN TO before me this
5th day January, 2012.

[Signature]

(L.S.)

Notary Public for South Carolina

My Commission expires: 10-27-13



Exhibit A

Sue Summer <suedsummer@gmail.com>

Fwd: release of contingency fee agreements, re Wingate contract

1 message

suesummer@comcast.net <suesummer@comcast.net>
To: suedsummer@gmail.com

Tue, Sep 20, 2011 at 12:04 PM

From: "Mark Plowden" <mplowden@scag.gov>
To: suesummer@comcast.net
Sent: Tuesday, September 20, 2011 11:26:45 AM
Subject: Re: release of contingency fee agreements, re Wingate contract

I am on medical leave, but will have someone send it to you...

suesummer <suesummer@comcast.net> wrote:

Dear Mr. Plowden,
In the State last Wednesday, AG Wilson announced he would posting contingency fee contracts on the website.
I have been checking regularly for the contingency fee agreement between former AG McMaster and the Wingate firm, related to the James Brown case. When will this contract be posted?
Thank you.
Sue Summer

--- Scanned by M+ Guardian Messaging Firewall ---

XFINITY Connectsuesummer@comcast.net

Font Size

Re: Wingate contract**From :** Mark Plowden <MPlowden@scag.gov>

Thu, Oct 06, 2011 01:41 PM

Subject : Re: Wingate contract**To :** suesummer@comcast.net

Well, then, we are at a disagreement.

Mark Plowden
 Communications Director
 Office of the Attorney General
 PO Box 11549
 Columbia, S.C. 29211
 803.734.3670 Fax: 803.734.4323

>>> <suesummer@comcast.net> 10/5/2011 7:30 PM >>>

Dear Mark,

I am not an attorney, either. But I was in the courtroom, and despite several attempts by "your attorneys," the judge did not issue a stay.

I am also confused: I did not realize that C.H. Jones Jr. was the attorney of record in this matter.

I see that some contracts have been released on the AG's website.
 How many contracts were NOT released, pending guidance from the court?

In the matter at hand...

When will Mr. Jones meet with Judge Manning re: the Wingate contract?

Please send me notification.

Given that Jones is a public employee, I assume that the press will be allowed to attend.

Thank you,

Sue Summer

From: "Mark Plowden" <MPlowden@scag.gov>

To: "suesummer" <suesummer@comcast.net>

Sent: Wednesday, October 5, 2011 3:15:01 PM

Subject: Re: Wingate contract

Sue,

I am told by our attorneys in the courtroom that "everything" was stayed.

As I am not an attorney, I must rely on the letter written by Asst. Deputy AG Jones.

Mark Plowden
 Communications Director
 Office of the Attorney General
 PO Box 11549
 Columbia, S.C. 29211
 803.734.3670 Fax: 803.734.4323

>>> "suesummer" <suesummer@comcast.net> 10/5/2011 2:55 PM >>>

Dear Mr. Plowden,

According to the judgment in Civil Case 2010CP4004900, the decision made by the court was for the trial to be continued. There is no mention of a stay.

Since the misunderstanding about a stay was the sole reason given for not releasing the Wingate contract, according to a letter from C.H. Jones Jr. dated Sept. 22, 2011, I am asking again that you send me a copy of the Wingate contract. Given the delay caused by the misunderstanding, I trust your response to this FOIA request will be prompt.

Thank you,
Sue Summer

— Scanned by M+ Guardian Messaging Firewall —
— Scanned by M+ Guardian Messaging Firewall —



Sue Summer <suedsummer@gmail.com>

McMaster/Wingate contract

1 message

sue summer <suedsummer@gmail.com>

Wed, Oct 12, 2011 at 4:54 AM

To: MPlowden@scag.gov

Dear Mr. Plowden,

It is my understanding that the Freedom of Information Act is still valid, even when we are "at a disagreement." I would therefore appreciate your clarification of the following points:

- 1) The Sept. 22, 2011, letter to Judge Manning about the McMaster/Wingate contract to sue Pope/Buchanan was written by C.H. Jones Jr. Is he the attorney of record in this matter?
- 2) The wording on the website, "except matters in which disclosure is currently under review by a court," raises a second question. The letter by C.H. Jones Jr. on behalf of AG Wilson was directed to Judge Manning and said that the AG's office is "ready and more than willing" to release the contract. Judge Manning did not issue a stay order, but it occurred to me: Has a stay order been issued regarding the contract in another court? If so, at whose request?
- 3) Is the McMaster/Wingate contingency fee contract to sue Pope/Buchanan the only contract not released on the AG's website? If any others were withheld, please let know what contracts and in what court are they "currently under review."

Thank you,

Sue Summer



Sue Summer <suedsummer@gmail.com>

James Brown case

1 message

sue summer <suedsummer@gmail.com>
To: mplowden <mplowden@scag.gov>

Thu, Oct 13, 2011 at 11:43 AM

Dear Mr. Plowden,

I am hoping to hear from you soon regarding these questions:

- 1) The Sept. 22, 2011, letter to Judge Manning about the McMaster/Wingate contract to sue Pope/Buchanan was written by C.H. Jones Jr. Is he the attorney of record in this matter?
- 2) The wording on the website, "except matters in which disclosure is currently under review by a court," raises a second question. The letter by C.H. Jones Jr. on behalf of AG Wilson was directed to Judge Manning and said that the AG's office is "ready and more than willing" to release the contract. Judge Manning did not issue a stay order, but it occurred to me: Has a ~~stay~~ order been issued regarding the contract in another court? If so, at whose request?

When other contracts were pulled for posting on the website, it must have been necessary to identify those "under review by a court" so that they could be withheld. Therefore, the answer to the third question must be readily available, and I would appreciate a prompt response.

- 3) Is the McMaster/Wingate contingency fee contract to sue Pope/Buchanan the only contract not released on the AG's website? If any others were withheld, please let know what contracts and in what court are they "currently under review."

Thank you,

Sue Summer



Sue Summer <suedsummer@gmail.com>

FOIA REQUEST re McMaster/Wingate contract

1 message

sue summer <suedsummer@gmail.com>

Tue, Oct 18, 2011 at 5:22 AM

To: MPlowden@scag.gov

Sue Summer
1903 Main St.
Newberry, SC 29108

Dear Attorney General Alan Wilson, Mark Plowden, and keeper of records,

Under the Freedom of Information, I ask that you provide me the following information (including any emails that may be relevant).

- 1) The Sept. 22, 2011, letter to Judge Manning about the McMaster/Wingate contract to sue Pope/Buchanan was written by C.H. Jones Jr. Is he the attorney of record in this matter., and if not, why was he writing this letter?
- 2) The wording on the AG's website related to the release of contingency fee contracts, "except matters in which disclosure is currently under review by a court," raises a second question. The letter by C.H. Jones Jr. on behalf of AG Wilson was directed to Judge Manning and said that the AG's office is "ready and more than willing" to release the contract. Judge Manning did not issue a stay order, but it occurred to me: Has a stay order been issued regarding the contract in another court? If so, at whose request?
- 3) I am not an attorney, but I have read an affidavit filed Oct. 6 in Newberry, in which there is a mention that Ken Wingate requested the contract not be released. Since he is representing the AG's office and private plaintiffs in the James Brown lawsuit, was this request made at the AG's insistence or by the private plaintiffs? And if the AG's office wants to release the contract, would this not be a conflict of interest between the private plaintiffs and the State?
- 4) When other contracts were pulled for posting on the website, it must have been necessary to identify those "under review by a court" so that they could be withheld. Therefore, the answer to the 4th question must be readily available, and I would appreciate a prompt response. Is the McMaster/Wingate contingency fee contract to sue Pope/Buchanan the only contract not released on the AG's website? If any others were withheld, please let know what contracts and in what court are they "currently under review."

Because this information is in the public interest, I ask that any fees be waived.

Thank you for your prompt response,



Sue Summer <suedsummer@gmail.com>

FYI

1 message

sue summer <suedsummer@gmail.com>
To: mplowden <MPlowden@scag.gov>

Thu, Oct 20, 2011 at 6:49 PM

Dear Mark,**I would appreciate a prompt response to my requests for information.****Thank you,****Sue Summer****From the S.C. Press Association website:****Responding to an FOIA Request**

Here are some simple tips for government officials on how to respond when an FOIA letter is received from the public or the news media:

1. Jot down the date on the letter immediately so you know later when it arrived.
2. Calculate how many "working" days, excluding weekends and holidays, between the date of receipt and the end of the 15 days allowed for a reply.
3. Check to see if the request is for copies of documents or an opportunity to inspect documents. The public and news media are entitled to both.
4. Determine whether there will be other costs than those for simple copying. You may charge a fee not to exceed the actual cost of searching for and making copies. Keep in mind that costs can be waived if the information is in the "public interest" to release. Many citizen and news media requests fall into this classification.
- 5. Notify in writing the party requesting information that the request has been received and give an reasonable timetable for your response. Include information about costs. Try not to wait the maximum 15 days. Some public bodies tend to wait as long as possible but this runs contrary to the intent of the law and doesn't help your relationships with the public or press. (emphasis mine)**
6. Make an effort to determine the best way to make the requested information available. In other words, a phone conversation with the requesting party might be in order.

7. Remember that the public is granted access to public records and that includes all books, maps, photos, papers, cards, magnetic tapes, computer data, or other documentary materials in the possession of a public body.

8. Invest a little effort in being as helpful as possible. It'll be time well-spent.

Sue Summer <suedsummer@gmail.com>

at the hearing tomorrow

1 message

sue summer <suedsummer@gmail.com>
To: mplowden <MPlowden@scag.gov>

Tue, Oct 25, 2011 at 5:54 AM

Dear Mr. Plowden,

When would be a convenient time for me to call today?

I would like to know what attorney will be representing the AG's office in the hearing scheduled tomorrow in Laurens for the Newberry FOIA cases.

If you are not willing to speak with me, is there someone else I should call? If so, at what number?

Thank you,

Sue Summer

Sue Summer
1903 Main St.
Newberry, SC 29108
December 6, 2011

Attorney General Alan Wilson & Keeper of Records
Office of the S.C. Attorney General
PO Box 11549
Columbia, SC 29211

Re: FOIA Request (information previously requested six times by email and telephone calls with spokesperson Mark Plowden, including Sept. 20, Oct. 12, Oct. 13, Oct. 18, Oct. 20)

Under the Freedom of Information Act, I ask that I be provided the following information (including any emails that may be relevant) and documents related thereto:

- 1) The Sept. 22, 2011, letter to Judge Manning about the McMaster/Wingate contract to sue Pope/Buchanan was written by C.H. Jones Jr. Is he the attorney of record in this matter, and if not, why was he writing this letter?
- 2) The wording on the AG's website related to the release of contingency fee contracts, "except matters in which disclosure is currently under review by a court," raises a second question. The letter by C.H. Jones Jr. on behalf of AG Wilson was directed to Judge Manning and said that the AG's office is "ready and more than willing" to release the contract. Judge Manning did not issue a stay order, but it occurred to me: Has a stay order been issued regarding the contract in another court? If so, at whose request?
- 3) I am not an attorney, but I have read an affidavit filed Oct. 6 in Newberry, in which there is a mention that Ken Wingate requested the contract not be released. Since he is representing the AG's office and private plaintiffs in the James Brown lawsuit, was this request made at the AG's insistence or by the private plaintiffs? And if the AG's office wants to release the contract, would this not be a conflict of interest between the private plaintiffs and the State?
- 4) When other contracts were pulled for posting on the website, it must have been necessary to identify those "under review by a court" to withhold them. Therefore, the answer to the 4th question must be readily available, and I would appreciate a prompt response. Is the McMaster/Wingate contingency fee contract to sue Pope/Buchanan the only contract not released on the AG's website? If any others were withheld, please let know what contracts and in what court are they "under review."
- 5) I would appreciate being sent a copy of the McMaster/Wingate contact, now that Judge Manning has been assigned the case. (See transcript, discussion was about a stay until the case was assigned—not that I believe one was issued. In any case, the case has been assigned and the stay would be lifted.)

Because this information is in the public interest, I ask that any fees be waived.
Thank you for your prompt response,

Sue Summer

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Attorney General Alan Wilson
+ Keeper of Records
Office of the SC Attorney Gen.
PO BOX 11549
Columbia, SC 29211

COMPLETE THIS SECTION ON DELIVERY

A. Signature Addressee Agent
x Wilmetta

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

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3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)

7011 0110 0001 2180 1747

Sue Summer <suedsummer@gmail.com>

specific questions

1 message

Sue Summer <suedsummer@gmail.com>

Wed, Jan 4, 2012 at 8:30 AM

To: mplowden <MPlowden@scag.gov>

Cc: Cindy Pitts <cpitts@newberryobserver.com>, Cindy Pitts <thepittscoop@gmail.com>, Lou Ann Anderson <info@estateofdenial.com>

Office of the Attorney General
State of South Carolina

Dear Mr. Plowden,

Several questions have arisen as I read the documents filed and conducted telephone interviews over the past several weeks. I would appreciate answers to the following questions:

- 1) In September I was told by the AG's office that I could not be given a copy of the Wingate/McMaster contract because Judge Manning had issued a stay order. When it became clear that no stay order had been issued, the contract was still not released. Who made that decision and on what basis?
- 2) How many contingency fee contracts, other than the Wingate/McMaster contract, have NOT been released on the AG's website? What are they?
- 3) In October the attorney for Russell Bauknight and the Legacy Trust, David Black, gave an interview with the AP in which he said his law firm had not been paid for its work on the trust. Brown's grandson Forlando, in a December telephone interview, said Black's firm may not have been paid, but that the trust has been billed. How many hours have been billed thus far, and at what hourly rate? What is the total bill for legal work for McMaster's Legacy Trust since Bauknight became trustee?)
- 4) Is there a legal precedent for Judge Addy's decision to consolidate an FOIA case with a civil tort action, given that the FOIA applies only to public officials?
- 5) In Smith's affidavit, he claims that determination of heirs-at-death is a critical step in complying with the Federal Copyright Act. Whose decision was it to terminate Judge Peebles' DNA protocol?
- 6) Under the FOIA, a public body has 15 days to respond to requests for information. My request for information and a copy of the Wingate/McMaster contract, made in early December, has not been answered. What attorney in the AG's office is responsible for prosecuting cases against public officials who fail to respond promptly to FOIA requests?
- 7) Is it the attorney general's position that the James Brown Legacy Trust, created by AG Henry McMaster and now under the control of AG Wilson, is or is not a public body under FOIA?

8) Why was no restitution sought from original trustee David Cannon, and why was no victim's statement entered into the record?

Thank you for your prompt attention to these questions and concerns.