

STATE OF SOUTH CAROLINA
In the Supreme Court

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S.C. SUPREME COURT

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
The Honorable Clifton B. Newman, Circuit Court Judge

Appellate Case No. 2023-001263

RUSSELL L. BAUKNIGHT, as Trustee of The James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf of Alan Wilson, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James B.; Daryl J. Brown, individually and on behalf of his minor child, Janise B.; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor child Sydney L. And Carrington L.; Tonya Brown; Venisha Brown; Larry Brown; and Terry Brown

And

Tommie Rae Brown, individually and on behalf of her minor child, James B.; Daryl J. Brown, individually and on behalf of his minor child Janise B.; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor child Sydney L. and Carrington L.; Tonya Brown; Venisha Brown; Larry Brown; and Terry Brown, Plaintiffs,

Of whom RUSSELL L. BAUKNIGHT, as Trustee of The James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf of Alan Wilson, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James B. II; Daryl J. Brown, individually and on behalf of his minor child, Janise B.; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor child Sydney L. And Carrington L.; Tonya Brown; Venisha Brown; Larry Brown; and Terry Brown

And

Tommie Rae Brown, individually and on behalf of her minor child, James B. II; Daryl J. Brown, individually and on behalf of his minor child Janise B.; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor child Sydney L. and Carrington L.; Tonya Brown; Venisha Brown; Larry Brown; and Terry Brown, are Respondents.

Adele J. Pope, Appellant.

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THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

The Honorable Doyet A. Early, III, Circuit Court Judge
The Honorable L. Casey Manning, Circuit Court Judge

Supreme Court Appellate Case No. 2022-001713
Court of Appeals Appellate Case No. 2018-002229
Civil Action No. 2010-CP-40-04900

Russell L. Bauknight, as Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf of Alan Wilson, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James B. II; Daryl J. Brown, individually and on behalf of his minor child Janise B.; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor child Sydney L. and Carrington L.; Tonya Brown; Venisha Brown; Larry Brown; and Terry Brown

And

Alan Wilson, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James B. II; Daryl J. Brown, individually and on behalf of his minor child Janise B.; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor child Sydney L. and Carrington L.; Tonya Brown; Venisha Brown; Larry Brown; and Terry Brown, Respondents,

v.

Adele J. Pope, and Robert L. Buchanan, Jr., Defendants,

Of whom Adele J. Pope is the Appellant.

RESPONDENTS' RETURN IN OPPOSITION TO APPELLANT'S "PETITION FOR EXPEDITED LIFTING OF STAY AND CONSIDERATION BY THE CIRCUIT COURT OF ISSUES REMANDED BY THE COURT OF APPEALS IN CASE NO. 2017-001899, AND SUPPORTING MEMORANDUM"

and

RESPONDENTS' MOTION FOR SANCTIONS DUE TO APPELLANT'S ABUSIVE, SERIAL FILINGS

TO: Hon. Clifton Newman, Circuit Judge; and to Adele Pope, Esq., through her counsel Adam Silvernail, Esq., Charles E. Carpenter, Jr., Esq., William Jeffrey Smith, Esq., and Daryl L. Williams, Esq.

INTRODUCTION

Appellant Pope’s November 3, 2022 Petition for Expedited Lifting of Stay is wholly unnecessary because the Court already has jurisdiction to address the “Appeal 1899” remand issues.¹ Also, Pope’s Petition clearly is filed for an improper ulterior purpose. Therefore, Pope’s Petition must be denied.

Pope’s Petition is frivolous *per se* because it is an abusive, serial filing for which both Appellant Pope and her counsel should be sanctioned under Rule 11, SCRPC and the South Carolina Frivolous Proceedings Act, S.C. Code Ann. § 15-36-10, *et seq.* Pope and her counsel have been warned—by this Court no less—against filing this very Petition, and they should be sanctioned for ignoring the Court’s instructions.

Pope filed a contemporaneous and duplicative petition in the South Carolina Supreme Court. The State’s highest court rejected her argument and labeled her petition “frivolous.” The Supreme Court enjoined her from any similar requests, rebuked Pope’s pattern of delay in this matter, and threatened sanctions for further frivolous filings. The Supreme Court also took a dim view of Appellant’s habit of filing serial petitions to lift stay:

We prohibit Appellant from filing any additional requests to have the automatic stay lifted in either the circuit court or this Court. **We take this opportunity to caution Appellant that further frivolous filings in the circuit court or this Court in this matter may result in contempt proceedings.** This case has been ongoing since 2010, and **Appellant’s frivolous filings and attempts to repeatedly delay the matter have frustrated the prompt resolution of this case.**

¹ This Return in Opposition to Petition to Lift stay is filed using an appellate caption, pursuant to Rule 241(d)(3), SCACR.

Bauknight, et al. v. Pope, Order, Case No. 2020-001713 (S. Ct., March 28, 2023) (attached hereto as **Exhibit A**). (emphasis added).

For these reasons, and others discussed below, Pope's motion should be denied and sanctions should be entered.

RELEVANT PROCEDURAL HISTORY

Bauknight, et al. v. Pope, Case No. 2010-CP-40-04900 ("Case 4900") is the Estate of James Brown's (and a number of James Brown's children's and grandchildren's) suit against Pope for the substantial damages she caused due to multiple breaches of fiduciary duty while administering the Estate as co-Personal Representative. (The other co-Personal Representative reached a settlement with the Estate and has been out of the case for over 10 years.) Case 4900 was filed in 2010 and has yet to be tried due to, among other things, Pope's numerous pretrial appeals. Following is a brief procedural history relevant to Pope's Petition:

On May 19, 2010, Case 4900 was filed against Defendant Pope alleging, *inter alia*, breach of fiduciary duty by Pope against the Estate and other Plaintiffs/Respondents. On September 12, 2017, Pope appealed five Case 4900 pretrial orders in what became Appellate Case No. 2017-001899 ("Appeal 1899"). Two of the orders Pope appealed in Appeal 1899 are relevant to the instant Petition:

- Judge L. Casey Manning's October 13, 2015 Order Granting Plaintiffs' Motion to Set Aside Default as to Defendant's Counterclaims ("the Motion to Set Aside"); and
- Judge L. Casey Manning's July 5, 2012 Order Denying Defendant's Motion to Disqualify Sweeny, Wingate & Barrow, P.A. from Representing the AG, To Enjoin Russell Bauknight from Acting as Agent for the Attorney General, and for related relief ("the Motion to Disqualify").

On December 17, 2018 Pope appealed twenty-five (25) more Case 4900 pretrial orders in what became Appellate Case No. 2018-002229 ("Appeal 2229," now pending before the Supreme

Court as Appellate Case No. 2022-001713). Pope's 2017 and 2018 appeals triggered the Rule 241, SCACR automatic stay, curtailing activity in Case 4900.

Pope and her counsel, Adam Silvernail, Esq. then made four successive (and failed) attempts to lift the Rule 247 stays that arose due to Pope's own appeals:

- (1) **First** attempt to lift stay: October 24, 2017. Pope unsuccessfully moves to lift the appellate stay created by Appeal 1899. (*See* attached order denying Pope's motion at **Exhibit B.**)
- (2) **Second** attempt to lift stay: October 30, 2018. Pope unsuccessfully moves, via "supplemental motion," to lift the appellate stay created by Appeal 1899. (*See* attached order denying Pope's motion at **Exhibit C.**)
- (3) **Third** attempt to lift stay: January 22, 2019. Pope unsuccessfully moves to lift the appellate stay created by Appeal Nos. 1899 and 2229. (*See* attached order denying Pope's motion at **Exhibit C.**)
- (4) **Fourth** attempt to lift stay. April 27, 2020. Pope unsuccessfully moves to lift the appellate stay created by Appeal Nos. 1899 and 2229. (*See* attached order denying Pope's motion at **Exhibit D.**)

On July 28, 2020, via written order, this Court not only denied Appellant's fourth attempt to lift stay, but this Court also **cautioned Appellant against serial filings of the same motion.** (*See* Ex. D.)²

On September 16, 2020 the Court of Appeals issued an order in Appeal 1899, affirming in part and dismissing in part. The dismissals were issued because the Court of Appeals found that Appellant had filed two not-yet-ruled-upon Motions to Reconsider concerning Judge Manning's rulings on the Motion to Set Aside Default and Motion to Disqualify. *See Bauknight, et al. v.*

² The July 28, 2020 Order refers to the April 27, 2020 Motion to Lift Stay as the third attempt, though, as explained *supra*, it was the fourth attempt. There is no discrepancy, merely a difference in semantics, as Pope couched her second attempt to lift the stay as a "supplement" to the first attempt. Any way one slices it, Appellant has tried this tactic many times before and has been warned against repeat filings of this Petition.

Pope, Op. No. 2020-UP-216, Case No. 2017-001899 (Ct. App., Sept. 16, 2020) (attached hereto as **Exhibit E**).

On April 21, 2021, the South Carolina Supreme Court denied Pope’s Petition for Certiorari concerning Appeal 1899. The Supreme Court’s order remanded the “motions currently pending [that is, Pope’s 59(e) motions on the Motion to Set Aside Default and Motion to Disqualify]” to The Honorable Clifton Newman, so that the litigation may be “promptly concluded.” *See Bauknight, et al. v. Pope*, Order, Case No. 2020-001383 (S. Ct., April 21, 2021) (attached hereto as **Exhibit F**).

On August 22, 2021, this Court ordered that the two Motions to Reconsider be heard by Judge Manning as soon as practicable, because he heard and ruled upon the original motions. (Order, Case No. 2010-CP-40-04900, e-filed on August 23, 2021 (attached hereto as **Exhibit G**)). Unfortunately, on September 2, 2021, Pope moved to reconsider Judge Newman’s referral to Judge Manning.³ (*See* Def.’s Mot. to Alt., Amend, Vacate, and/or Reconsider Order Concerning Mots. To Reconsider, Case No. 2010-CP-40-04900, filed Sept. 2, 2021.) The Court has yet to rule on this motion.⁴ The instant petition, filed November 3, 2022 under the guise of seeking resolution of the 1899 remand, is really Pope’s **fifth** attempt to lift the Rule 241 appellate stay in Case 4900.

Without waiting for this Court to rule on the instant Petition, Pope filed a nearly identical version of it in the South Carolina Supreme Court on December 30, 2022. Via order filed on

³ This Court’s referral of the motions was based on its analysis and conclusion that Judge Manning had continuing jurisdiction pursuant to Rule 59(f), SCRPC. (**Exhibit G**, at 3.) Pope’s 18-page motion to reconsider contains *one sentence* regarding the Court’s reasoning for the referral to Judge Manning: “The Court overlooked or misapprehended that Judge Newman is ‘trial judge,’ as contemplated by Rule 59, in this action.” (Mot. Reconsider, filed Sept. 2, 2021, at 14 ¶ 46.)

⁴ As discussed *infra*, the September 2, 2021 motion may be moot due to the Supreme Court’s Order of March 28, 2023.

March 28, 2023, the Supreme Court made short work of the petition: “Appellant has filed a petition asking this Court to lift the automatic stay imposed in this case pursuant to Rule 241(a), SCACR. The petition is denied.” (Ex. A.)

Needless to say, Plaintiffs/Respondents oppose this fifth attempt to lift stay and ask that both Pope and her attorney, Adam Silvernail, Esq.—and, if the Court sees fit, her other counsel—be sanctioned for filing multiple frivolous motions.

ARGUMENT

I. This Court already has jurisdiction over the 1899 remand, therefore Pope’s Petition to Lift Stay is completely unnecessary.

Pope obliquely claims that an order lifting stay is necessary to effectuate the Court of Appeals’ and Supreme Court’s rulings in Appeal 1899. Pope is wrong. This Court has the jurisdiction to resolve the 1899 remand, and indeed the Court had already begun doing so, but has been stymied by Pope’s actions.

The Court of Appeals’ position with respect to the two pending Motions to Reconsider was stated in its September 16, 2020 Order:

- (1) Pope argues the trial court erred in granting the Attorney General and other Respondents relief from default as to Buchanan’s and Pope’s counterclaims. Pope filed a motion to alter, amend and/or vacate the order granting Respondents’ motion to set aside default. Respondents filed a motion in opposition. Pope’s motion to alter, amend, or vacate has not yet been ruled upon by the trial court. ...
- (2) Pope argues the trial court erred in not disqualifying Respondents’ counsel from representing the Attorney General and in not enjoining Bauknight from acting on behalf of the Attorney General. Pope filed a Rule 59(e) motion to reconsider the denial of her motions to disqualify the law firm and enjoin Bauknight. Pope’s motion has not been ruled upon by the trial court. ...

(Ex. E.)

The Supreme Court's position with respect to the two pending Motions to Reconsider was stated in its April 21, 2021 Order:

Based on the vote of the Court, the petition for a writ of certiorari is denied. The motions currently pending before the Honorable Clifton B. Newman in the circuit court may now be resolved so that the extensive litigation in this matter may be promptly concluded.

(Ex. F.)

This Court's position with respect to the two pending Motions to Reconsider was clearly stated in its August 22, 2021 Order:

Accordingly, in the interests of seeking a prompt conclusion to this litigation, the undersigned, with due regard for and pursuant to the grant of exclusive jurisdiction over this matter, and upon consideration of the mandate of Rule 59(f), hereby orders that these two Motions [the Motion to Reconsider the Order Setting Aside Default and the Motion to Reconsider the Order refusing to Disqualify/Enjoin] be heard by Judge Manning as soon as reasonably practicable. ... The parties are hereby directed to contact Judge Manning's office jointly, within 10 days of the date of this Order, and to work with Judge Manning's office in scheduling a hearing on these two Motions...

(Ex. G at 4.)

It is beyond dispute that the Court of Appeals, the Supreme Court, and this Court had all begun the process of resolving the pending Motions to Reconsider in a straightforward fashion. All that was required of Appellant to receive rulings on the Motions to Reconsider was to contact Judge Manning's office jointly with the undersigned and request disposition of them. Instead of simply following this Court's August 22, 2021 Order, Appellant moved to "reconsider" it, filing an 18-page memorandum and 196 pages of exhibits that had nothing whatsoever to do with the question of Judge Manning's continuing jurisdiction under Rule 59(f), SCRCF. (*See* Sept. 2, 2021 Mot. Reconsider plus exhibits.) In essence, Appellant filed a motion to reconsider an order directing the disposition of *other* motions to reconsider. Appellant's filings have reached the level of parody, and Appellant's argument that Plaintiffs/Respondents are somehow the problem is

factually erroneous and abject hypocrisy. In any event, the Supreme Court’s Order of March 28, 2023 makes it crystal clear that the Petition to Lift Stay is not necessary to complete the 1899 remand. This Court already has the jurisdiction needed to address the two remaining 59(e) Motions.⁵

II. Appellant clearly has an improper ulterior purpose for this Petition.

Though Appellant does not provide a list of what else she would seek to accomplish should the stay be lifted, she clearly implies that she has much more in mind than simply finishing the 1899 remand. (*See* Pet., at p. 1 (requesting “immediate consideration of motions pending in this case since 2010, *including* those remanded by the Court of Appeals [in the 1899 remand]”) (emphasis added); *see also id.*, at p. 17 (“[a]ll motions pending since 2010 should be heard by the circuit court judge to whom Richland 4900 is currently assigned”).) As noted in Section I, *infra*, the instant Petition is completely unnecessary to finish the 1899 remand, so there must be some other purpose behind Pope’s filing of the Petition.

The prosecution of *any* matters in the trial court other than the 1899 remand would be improper. Other than the Appeal 1899 remand matters, the entirety of Case 4900 is subject to stay due to the breadth of Appeal 2229, which is pending and involves twenty-five pretrial orders to include appeals from key motions. *See* Rule 241(a), SCACR (“[a]s a general rule, the service of a notice of appeal in a civil case acts to automatically stay matters decided in the order, judgment, decree or decision on appeal...”); *see also id.* (noting that a trial court only retains jurisdiction over

⁵ Plaintiffs/Respondents will prepare a separate Supplemental Memorandum concerning the merits (or lack thereof) of the two remaining 59(e) Motions.

matters “not stayed by the appeal”). Clearly, Appellant is seeking a “blank check” to invade the appellate stay to accomplish unknown ends, which Rule 241(a), SCACR, does not allow.⁶

III. The Petition is an abusive serial filing meriting sanctions against Pope, Silvernail, and possibly Pope’s other counsel.

Plaintiffs request the court sanction both Pope and Silvernail because their conduct in filing the instant motion conflicts with Rule 11, SCRCP and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10, *et seq.* (“FCPSA”) is a continuation of a pattern of abusive filings, and is worthy of strong sanctions as a punishment and to deter future abusive and frivolous filings.

a. Rule 11, SCRCP, and the FCPSA authorize sanctions against Pope and her counsel.

Rule 11, SCRCP and the FCPSA provide the legal basis for sanctioning abusive and/or frivolous filings. Rule 11, SCRCP states in pertinent part:

a) Signature. Every pleading, motion or other paper of a party represented by an attorney shall be signed in his individual name by at least one attorney of record who is admitted to practice law in South Carolina.... *The written or electronic signature of an attorney or party constitutes a certificate by him that he has read the pleading, motion or other paper; that to the best of his knowledge, information and belief there is good ground to support it; and that it is not interposed for delay.*

...

If a pleading, motion, or other paper is signed in violation of this Rule, the court, upon motion or upon its own initiative, may impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the pleading, motion or other paper, including a reasonable attorney's fee.

⁶ Though Appellant never provides a complete list of what she claims needs to be accomplished if the stay were to be lifted, she makes a reference to a 2012 Motion to “reinstate Buchanan as a party.” (See Pet., at p. 16.) Robert Buchanan, a co-Personal Representative of the Estate of James Brown alongside Appellant during her tenure, was originally her co-defendant in Case 4900. Mr. Buchanan settled—with prejudice—all claims between him and Plaintiffs/Respondents over a *decade* ago. Since that time, Mr. Buchanan has not appeared in the trial court or sought to appeal any matter.

Rule 11(a), SCRCP (emphasis added).

Rule 11 requires in represented cases that an attorney of record sign a motion filed with the court. *Id.* In signing the motion, the attorney certifies, *inter alia*, that (1) he has read the motion, and (2) that there is good ground to support the motion. *Id.* Rule 11 also allows the court to impose an appropriate sanction for all motions filed in violation of the Rule. *Id.* Sanctions may include the reasonable expenses the opposing party incurs due to the filing, including attorneys' fees. *Id.*

The FCPSA states in pertinent part:

(4) An attorney or pro se litigant participating in a civil or administrative action or defense may be sanctioned for:

(a) filing a frivolous pleading, motion, or document if:

(i) the person has not read the frivolous pleading, motion, or document;

(ii) a reasonable attorney in the same circumstances would believe that under the facts, his claim or defense was clearly not warranted under existing law and that a good faith or reasonable argument did not exist for the extension, modification, or reversal of existing law;

(iii) a reasonable attorney presented with the same circumstances would believe that the procurement, initiation, continuation, or defense of a civil cause was intended merely to harass or injure the other party; or

(iv) a reasonable attorney presented with the same circumstances would believe the pleading, motion, or document is frivolous, interposed for merely delay, or merely brought for any purpose other than securing proper discovery, joinder of parties, or adjudication of the claim or defense upon which the proceedings are based;

(b) making frivolous arguments a reasonable attorney would believe were not reasonably supported by the facts; or

(c) making frivolous arguments that a reasonable attorney would believe were not warranted under the existing law or if there is no good faith argument that exists for the extension, modification, or reversal of existing law.

S.C. Code Ann. § 15-36-10(A)(4). Furthermore:

(2) If a document is signed in violation of this section, or an attorney or pro se litigant has violated subsection (A)(4), the court, upon its own motion or motion of

a party, may impose upon the person in violation any sanction which the court considers just, equitable, and proper under the circumstances.

Id. at (B)(2). Finally, allowable sanctions for violations include:

- (1) an order for the party represented by an attorney or pro se litigant to pay the reasonable costs and attorney's fees of the prevailing party under a motion pursuant to this section. Costs shall include, but not be limited to, the following: the time required of the prevailing party by the frivolous proceeding, and travel expenses, mileage, parking, costs of reports, and any additional reasonable consequential expenses of the prevailing party resulting from the frivolous proceeding;
- (2) an order for the attorney to pay a reasonable fine to the court; or
- (3) a directive of a nonmonetary nature, including injunctive relief, designed to deter a future frivolous action or an action in bad faith.

Id. at (G).

The FCPSA has the same reading requirement for counsel filing a motion as Rule 11. *See Father v. S.C. Dep't. of Soc. Svcs.*, 345 S.C. 57, 72, 545 S.E.2d 523, 531 (Ct. App. 2001) (“[t]he criteria for Rule 11 sanctions are essentially the same as those for sanctions under the [FCPSA].”). Additionally, the FCPSA enunciates a “reasonable attorney” standard to determine whether the motion is sanctionable for, among other things, making frivolous arguments, which either are not reasonable supported by the facts or by existing law and/or there is no good faith argument for the extension, modification or reversal of existing law. S.C. Code Ann. 15-36-10(A)(4)(c). The FCPSA also allows the court to impose “any sanction which the court considers just, equitable, and proper under the circumstances” *Id.* at (B)(2).

b. Actions of Pope and Silvernail in this filing that warrant sanctions.

Pope and Silvernail have filed this same Petition, or one substantially similar, four times before and have failed to prevail on any of the motions. Incredibly, the instant filing is the **fifth** time Pope and Silvernail have moved to lift an appellate stay in Case 4900. Such repeated filing of the same or similar motion, which has been defeated every single prior time, is the epitome of

a serial, abusive filing. This abusive conduct is especially egregious because the stays in Case 4900 have been *created by her own pretrial appeals*.⁷

Furthermore, the instant abusive and frivolous filing is in violation of a prior court order, because in this Court's most recent order denying the Pope's fourth attempt to lift the stay, the Court cautioned Pope against making such repeat motions to lift stay:

While the issue in *Elam* was the successive filing of motions for reconsideration, the same rationale applies to the successive motions of [Pope] in the instant matter.

The successive motions of [Pope] are improper, and there is no right to repeated petitions to the Court to change its rulings on matters previously decided, especially when [Pope] has already appealed a previously denied motion.

(Ex. D at 3.)

By maintaining the instant Petition, *which should have been withdrawn immediately upon receiving the South Carolina Supreme Court's March 28, 2023 order*, Pope and Silvernail, and possibly Pope's other counsel of record, have chosen to disregard the order of the court and therefore are subject to sanctions for their abusive and frivolous filing. There is no reasonable argument that the instant Petition, or the prior motions to lift stay beyond the first one, were made in good faith.

Finally, as noted above, when the Supreme Court dealt with the mirror image version of this Petition, it issued a blistering warning to Pope concerning *further* frivolous filings.

We prohibit Appellant from filing any additional requests to have the automatic stay lifted in either the circuit court or this Court. **We take this opportunity to caution Appellant that further frivolous filings in the circuit court or this Court in this matter may result in contempt proceedings.** This case has been ongoing since 2010, and **Appellant's frivolous filings and attempts to repeatedly delay the matter have frustrated the prompt resolution of this case.**

(Ex. A (emphasis added).)

⁷ One would think that if Appellant truly believed that appellate stays in the trial court were detrimental to her case, she would stop filing serial pretrial appeals.

For the Supreme Court to use the word “further,” the Justices clearly had determined that prior filings were frivolous, perhaps to include the instant Petition, which was filed prior in time to the Supreme Court version and of which the Supreme Court was aware. (*See id.* (“Appellant has also filed a motion with the circuit court to lift the automatic stay...”).)

Also, Pope’s failure to immediately withdraw the instant petition after the Supreme Court’s blistering rebuke of her motion and other actions is stark evidence of her disregard for the opinion of the Supreme Court and her scheme for this Court to waste its time considering the patently frivolous petition. Pope’s actions here serve as an irrefutable example of how she disregards the Courts and their rules with frivolous filings in her overarching scheme to deflect and delay liability for her multiple breaches of fiduciary duty while serving as personal representative of the Estate. Pope, who once claimed to be a champion of the testamentary wishes of James Brown, now does everything in her power to frustrate his wishes, especially Mr. Brown’s noble goal of providing scholarships to poor and needy children, not one of which has been able to be written in large part because of Pope’s tactics of delay and deflect through repeated frivolous filings.

c. Additional abusive conduct of Pope and/or Pope and Silvernail meriting notice by the Court in considering sanctions in this matter.

Pope has a long and well-documented history of abusive conduct in this and other James Brown Estate cases, which the court should consider when evaluating the circumstances of her current abusive, frivolous motion.⁸

⁸ *See Holmes v. East Cooper Comm. Hosp.*, 408 S.C. 138, 165 n.18, 758 S.E.2d 483, 498 n.18 (2014) (considering the appellant’s past litigation history—to include an injunction from the South Carolina Supreme Court due to “vexatious and meritless filings”—in affirming the trial court’s award of sanctions against the appellant. As noted herein, Appellant has received a similar injunction from the Supreme Court.

(i) As to Pope:

Pope has been rebuked—and enjoined—by the South Carolina Supreme Court for making meddlesome filings in James Brown Estate-related matters in which she has no standing:

Pope is hereby prohibited from filing any further motions or appeals in actions involving the Estate and Trust of James Brown, such as the above actions, in which she clearly has no standing. We caution Pope that continued attempts to involve herself in the resolution of the Estate and Trust may result in contempt charges.

Order, Lead Appellate Case No. 2013-001649 (S. Ct., June 10, 2015) (attached hereto as **Exhibit**

H). Indeed, Pope already has one contempt petition related to the June 10, 2015 Order that is pending in abeyance:

Upon request from the Clerk of Court, Mark V. Gende, counsel for Venisha Brown’s estate, provided the Court with an affidavit to support the request for a finding of contempt . . . This affidavit asserts that [Pope’s] actions are in violation of the June 10, 2015 order.

We decline to issue a rule to show cause at this time and hold that request in abeyance pending [Pope’s] future compliance with this order and our order dated June 10, 2015 . . . If [Pope] fails to conform to these instructions as ordered and takes any further action with respect to any case related to the Estate of James Brown, which includes any proceeding in the estate of Venisha Brown, a rule to show cause will be issued, and any and all violations of the orders of this Court will be considered as grounds for holding her in contempt.

Order, Appellate Case No. 2020-000764 (S. Ct., Aug. 10, 2020) (attached hereto as **Exhibit I**).

The Supreme Court has made it clear that it stands behind the August 10, 2020 Order:

[Pope] has filed a motion for an order quashing service of the disallowance of her creditor’s claim against the estate of Venisha Brown, and holding the disallowance in abeyance pending resolution of a breach of fiduciary duty action against her. In effect, [Pope] is seeking an exception to our order forbidding her from involvement in the estate of Venisha Brown. *See In the Matter of Adele Jeffords Pope*, S.C. Sup. Ct. Order dated August 10, 2020. The motion is denied.

Order, Appellate Case No. 2020-000764 (S. Ct., Nov. 9, 2020) (attached hereto as **Exhibit J**).

Additionally, in Appeal 2229, Appellant had at least two Briefs, one Designation of Matter, and one five-volume Record on Appeal stricken due to violations of the Appellate Court Rules,

including the use of extraneous material similar to what is present in the instant Petition. *See* Orders of the Court of Appeals, Case No. 2018-002229, dated July 26, 2019, May 21, 2020, and August 21, 2020.

(ii) As to Pope and Silvernail:

Adam Silvernail is a South Carolina attorney. He signed the instant motion and three of the four prior motions to lift stay discussed above. Therefore, it is assumed that he read the motions. Prior to filing, Silvernail could not reasonably conclude that the instant Petition (or the previous three) was in good faith, because a motion to lift stay, utilizing the same or substantially similar arguments, had been defeated no less than *four* times before. Silvernail is not excused because the instant motion contains a verification by Pope. To the extent Silvernail seeks to rely on the verification to excuse his obligations under Rule 11 or the FCPSA, such reliance lacks merit. *See* Rule 11(a), SCRCF (“[in imposing sanctions] may impose upon the person who signed it, a represented party, *or both*, an appropriate sanction . . .”) (emphasis added).⁹

Adele Pope, Esq. is also a longstanding South Carolina attorney. The fact that she is a party represented by counsel in Case 4900 does not excuse her from the requirements of professional conduct. *See Holmes v. East Cooper Comm. Hosp.*, 408 S.C. 138, 143, 758 S.E.2d 483, 486 (2014) (upholding sanctions against an attorney-plaintiff for repeat filings of the same dismissed claims). For the same reasons that Silvernail is subject to motions for the instant filing and for at least the

⁹ The instant Petition also lists Charles E. Carpenter, Jr., Esq., William Jeffrey Smith, Esq., and Daryl L. Williams, Esq. as counsel of record for Appellant. All three are members of separate law firms, and upon information and belief none are connected to Adam Silvernail’s law firm other than as co-counsel for this litigation.

three prior motions to lift stay in Case 4900, Pope is also subject to the same sanctions. Furthermore, Pope's verification brings her actions under both Rule 11 and the FCPSA.¹⁰

- (iii) As to other counsel whose names appear in the signature block on Pope's motions:

Respondents acknowledge that Charles E. Carpenter, Jr., Esq., William Jeffrey Smith, Esq., and Daryl L. Williams, Esq. do not have their physical signatures or "s/" affixed to the complained of motions. However, these attorneys' names virtually always appear in the signature block section of the motions and briefs. Therefore, to the extent Pope and/or Silvernail is affixing these attorneys' names without their consent or without allowing them the opportunity to read the filings and approve or disapprove, Pope and/or Silvernail should answer to this court for their actions. However, to the extent these attorneys are reading these frivolous filings and consenting to their names being included in the signature block, they attorneys should have to answer to this Court for their individual actions, and the Court should analyze these attorneys' conduct under the same legal principles as outlined above concerning sanctionable conduct.

d. Range of potential sanctions.

Under the FCPSA this Court may impose any sanction it deems just, equitable, and proper under the totality of the circumstances. *See* S.C. Code Ann. § 15-36-10(B)(2). This Court's decision to impose sanctions is left to the discretion of the trial court and will not be disturbed on appeal absent a clear abuse of discretion. *See Runyon v. Wright*, 322 S.C. 15, 19, 471 S.E.2d 160, 162 (1996). As shown above, Pope's and Silvernail's abusive and frivolous conduct extend to the instant motion, prior motions, and filings in the court of appeals and other courts and cases. Their efforts have frustrated and delayed the litigation of Case 4900, have frustrated this Court's efforts

¹⁰ Pope's pending appeal in Appeal 2229 does not deprive this Court of jurisdiction to resolve a claim of post-Notice of Appeal frivolous filings. *See Holmes, supra*.

to dispose of the remanded issues from Appeal 1899, and have frustrated the Supreme Court's stated desire that the James Brown Estate litigation matters be resolved quickly. Due to Pope's and Silvernail's abusive and frivolous actions, the Brown Estate is not able to close, and the main purpose of Mr. Brown's estate planning—that financial scholarships be made to deserving and needy children in South Carolina—remains unfulfilled and frustrated. This frustration must end, and Plaintiffs/Respondents ask this Court to do so by means of the following sanctions:

First, the Plaintiffs/Respondents ask the court award the fees and costs associated with responding to the instant petition, jointly and severally against Pope, Silvernail, and if the Court so directs, against Pope's other counsel.

Second, the Plaintiffs/Respondents ask the court award the fees and costs associated with responding to the three prior motions to lift stay in Case 4900 (absenting the first motion) and her frivolous filing in the Supreme Court of the same petition, jointly and severally against Pope, Silvernail, and if the Court so directs, against Pope's other counsel.

Third, the Plaintiffs/Respondents ask the court to strike Pope's Answer and find her in default, thus terminating Pope's abusive and frivolous misuse of motions and filings in Case 4900. Such filings have been interposed for delay and distortion of the record. (*See Ex. A* (“[t]his case has been ongoing since 2010, and Appellant's frivolous filings and attempts to repeatedly delay the matter have frustrated the prompt resolution of this case”).) Such filings have been used as a tool to abuse her party opponents and ruthlessly run up the legal fees for the Estate of James Brown, from which she was removed for cause as a fiduciary in 2009. *See Wilson v. Dallas*, 403 S.C. 411, 449, 743 S.E.2d 746, 767 (2013). Her reign of abuse must end, and Plaintiffs/Respondents ask this Court to use this opportunity to do so.

CONCLUSION

Pope's petition for Expedited Lifting of Stay is unnecessary and interposed for an improper ulterior purpose. Respondents request that the Court deny the Petition.

Respondents assert that the Petition is frivolous *per se* as it amounts to a serial, abusive filing, for which Pope and Silvernail must be sanctioned due to this Court's prior warning on this precise issue *and* their long history of such filings in this and related cases. Respondents request all available sanctions and relief, as noted above.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.

s/ Mark V. Gende
Kenneth B. Wingate
Mark V. Gende
Aaron J. Hayes
Sweeny, Wingate & Barrow, P.A.
1515 Lady Street (29201)
P.O. Box 12129
Columbia, SC 29211
(803) 256-2233

Columbia, South Carolina

April 6, 2023

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
THE FIFTH JUDICIAL CIRCUIT

Civil Action No. 2010-CP-40-04900

RUSSELL L. BAUKNIGHT, as)
Trustee of the James Brown 2000)
Irrevocable Trust, as Personal)
Representative of the Estate of James)
Brown; Tommie Rae Brown,)
individually and on behalf of her)
minor child, James B. II; Daryl J.)
Brown, individually and on behalf of)
his minor child Janise B.; Lindsey)
Delores Brown; Deanna J. Brown)
Thomas; Jason Brown-Lewis; Yamma)
N. Brown, individually and on behalf)
of her minor children Sydney L. and)
Carrington L.; Tonya Brown; Venisha)
Brown; Larry Brown; and Terry)
Brown,)

PLAINTIFFS'
MOTION FOR ENTRY OF JUDGMENT BY
DEFAULT

and)

TOMMIE RAE BROWN, individually)
and on behalf of her minor child,)
JAMES B. II; DARYL J. BROWN,)
individually and on behalf of his minor)
child JANISE B.; LINDSEY)
DELORES BROWN; DEANNA J.)
BROWN THOMAS; JASON)
BROWN-LEWIS; YAMMA N.)
BROWN, individually and on behalf of)
her minor children SYDNEY L. and)
CARRINGTON L.; TONYA)
BROWN; VENISHA BROWN;)
LARRY BROWN; and TERRY)
BROWN,)

Plaintiffs,)

v.)

Adele J. Pope,)

Defendant.)

TO: DEFENDANT ADELE J. POPE, ESQ., THE DEFENDANT ABOVE-NAMED, AND ADAM T. SILVERNAIL, ESQ. AND DARYL L. WILLIAMS, ESQ., ATTORNEYS FOR THE DEFENDANT:

YOU WILL TAKE NOTICE that Plaintiffs hereby move for an Entry of Judgment by Default against Defendant Adele J. Pope. This request is based on the Order of the Hon. Clifton Newman, dated May 8, 2023, in which as a sanction for her frivolous filings and repeated attempts to delay this matter, Defendant Pope's Answer was stricken, and she was ruled to be in default.

This Motion is made pursuant to Rule 55(b)(2) and (3) of the *South Carolina Rules of Civil Procedure*, and the Plaintiffs demand all relief requested in the Complaint, all relief to which they may be entitled, and any further relief the court deems appropriate. Plaintiffs also request the Court set a date, mutually agreeable with Plaintiffs, for a default judgment hearing to determine the amount of the damages to be awarded.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.

s/ Mark V. Gende
Kenneth B. Wingate
Mark V. Gende
Aaron J. Hayes
Sweeny, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233
ATTORNEYS FOR PLAINTIFFS

Columbia, South Carolina

May 16, 2023

Defendant's Response; Request requested state/federal income tax returns of Defendant filed from 2005 to 2010); and

- Defendant Pope's Answer to Plaintiffs' Renewed First Interrogatory No. 3 (relevant portion attached hereto as **Exhibit C**).

These discovery requests inquire into Defendant's available insurance coverage and/or assets available to satisfy a judgment. Defendant Pope is in default in this matter and Plaintiffs are awaiting a damages hearing. Therefore, Plaintiffs are entitled to full and complete responses without objection.

CONCLUSION

Based upon the foregoing, Plaintiffs respectfully request an Order from the Court compelling Defendant Pope to supplement her answers to the aforementioned Interrogatories and Requests to Produce. Plaintiffs also pray for an award of the fees and costs associated with this Motion. This Motion may be supplemented by a Memorandum of Law.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.

s/ Aaron J. Hayes
Kenneth B. Wingate
Mark V. Gende
Aaron J. Hayes
Sweeny, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233
ATTORNEYS FOR PLAINTIFFS

Columbia, South Carolina

July 11, 2023

RULE 11 CERTIFICATION

The undersigned hereby certifies that consultation with opposing counsel concerning the foregoing issues has been unsuccessful and/or would serve no useful purpose.

s/ Aaron J. Hayes

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS

)

) Case No.: 2010-CP-40-4900

)

RUSSELL L. BAUKNIGHT, as Trustee of
the James Brown 2000 Irrevocable Trust and
the James Brown Legacy Trust, as Personal
Representative of the Estate of James Brown,
and on behalf of Alan Wilson, in his capacity
as Attorney General of the State of South
Carolina; Tommie Rae Brown, individually
and on behalf of her minor child, James B.;
Daryl J. Brown, individually and on behalf of his
minor child Janise Vanisha Brown; Lindsey
Delores Brown; Deanna J. Brown Thomas; Jason
Brown-Lewis; Yamma N. Brown, individually
and on behalf of her minor children, Sydney
L., Carrington L., and Tonya Brown; Venisha
Brown; Larry Brown; and Terry Brown

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and

TOMMIE RAE BROWN, individually and on
behalf of her minor child, JAMES B; DARYL J.
BROWN, individually and on behalf of his minor
child JANISE VANISHA BROWN; LINDSEY
ELORES BROWN; DEANNA J. BROWN
THOMAS; JASON BROWN - LEWIS;
YAMMA N. BROWN, individually and on
behalf of her minor children, SYDNEY
L., CARRINGTON L., and TONYA BROWN;
VENISHA BROWN; LARRY BROWN; and
TERRY BROWN,

Plaintiffs.

v.

Adele J. Pope,

Defendant.

RETURN AND OPPOSITION
TO MOTION OF
SWEENEY, WINGATE & BARROW, P.A.
FOR RUSSELL L. BAUKIGHT
ON BEHALF OF
ALAN WILSON IN HIS CAPACITY AS
ATTORNEY GENERAL OF SOUTH
CAROLINA, AS TRUSTEE OF THE
JAMES BROWN LEGACY TRUST,
TOMMIE RAE BROWN, AND ALL
OTHER PLAINTIFFS TO
COMPEL DISCOVERY

For every reason stated herein, Defendant Adele J. Pope (“Pope”) respectfully requests that the Court deny the motion of Sweeney, Wingate and Barrow, P.A. (“SWB”), acting on behalf of all Plaintiffs, including Russell L. Bauknight (“Bauknight”) on behalf of the Attorney General of South Carolina (“AG”) and the James Brown Legacy Trust (“Legacy Trust”) and its principal

owner/successor Tommie Rae Hynie (“Hynie”), designated by SWB as “Tommie Rae Brown” in the caption.

General Objections to Motion

The grounds on which the motion should be denied, each of which is separately adequate to deny the relief requested by Plaintiffs, include:

a. Plaintiffs Hynie, Terry Brown (“Terry”), majority owner/successors of the Legacy Trust, under color of state law, continue to use Plaintiff Legacy Trust and the claims that the Legacy Trust is controlled by the AG, and that this action was commenced by the State/AG, to defraud no fewer than four circuit courts, deprive Defendant, Robert Buchanan, Jr. (“Buchanan”), DNA-proven children of entertainer James Brown, and others of their Due Process, First Amendment, FOIA and other civil rights; to impede criminal investigation into the theft, money laundering, forgeries and fraud of David Cannon; and to conceal the fraud of Plaintiff Hynie and those aligned with her, all in violation of 42 U.S.C.A. § 1983.

b. Hynie, Terry, the Legacy Trust and their counsel, including SWB, have, under color of state law, obstructed a SLED investigation into the theft and money laundering of David Cannon (“Cannon”), and, in bad faith, helped Cannon conceal documents which show that David Cannon is an “animal” who extorted money from James Brown by threat of a felony criminal action, and who held him in “servitude,” then concealed assets and documents to cover up his wrongdoing. [See Exhibit A, April 12, 2007 Ltr. of John Saunders, partner of David Cannon, confirming valuable assets Cannon concealed from multiple courts from 2007 until his death in 2018.]

c. SWB attorneys, Hynie, Legacy Trust, and its trustee (the “State Actors”) have misused and abused both discovery in this case (the “Wingate suit”) and the S.C. Freedom of Information Act (“FOIA”) under color of state law by acting both for former Attorney General Henry McMaster (“Governor McMaster”) and current Attorney General Alan Wilson (“AG Wilson”), without authority, to advance the fraud of Hynie, Cannon and those aligned with them, including by concealing on behalf of the State/AG for 11 years the public Wingate Special Counsel Litigation Retention Agreement (the “Wingate Agreement”); claiming it was the “epitome” of a private document; and claiming that SWB and Bauknight were legally authorized to pursue the Wingate suit for the State/AG. [Exhibit B, April 24, 2013 Letter of AG to SWB].

d. While acting illegally under color of state law to deprive Defendant and Buchanan of their Due Process and other civil rights and cover up wrongdoing of Hynie and Cannon, SWB and Plaintiffs, purporting to do so for the State/AG, have falsely accused them of committing a federal felony, falsely accused Defendant of having “raped” James Brown’s estate; falsely accused Defendant of stealing; and even falsely accused Defendant Pope of being like thief David Cannon, in order to poison the Courts’ perception of Buchanan and

Defendant, and to deprive them of their civil rights. [See false statements of Bauknight to the Honorable Clifton Newman, and false statements of Hynie, to the Supreme Court, endorsed by Bauknight]

e. SWB, its attorneys, Hynie, the Legacy Trust, and its trustee have abused both discovery and FOIA by concealing, while acting under color of state law, public documents which should have been produced 12 years ago in 2010, including the following checks showing more than \$6 million thief David Cannon took from funds devised to James Brown's "I Feel Good" charity in 1999:

1. \$5 million on August 1, 1999;
2. \$100,000 on October 1, 1999
3. \$400,000 on October 5, 1999
4. \$505,000 on October 8, 1999 [Exhibit C]

f. But for the State Actors' concealing of public documents in the name of the Attorney General, and refusal to comply with discovery, and naming David Cannon and his co-trustee Albert Dallas ("Dallas"), as witnesses against Defendants in the Wingate suit, the SLED investigation of David Cannon would likely have been completed before Cannon sold his two S.C. beach houses and his Columbia real estate, and in time to recover the value from Cannon's \$1 million turnkey retirement mansion on Roatan Island in the Caribbean for James Brown's "I Feel Good" charity.

g. State Actors' including fiduciaries purporting to act for the State/AG and James Brown's estate, have utterly failed in their obligation to report Cannon's theft, money laundering, fraud and extortion, as well as his possible involvement in the death of James Brown to SLED or to appropriate authorities. [See Exhibit D, outline by Plaintiff James Brown Estate of obligation of GT, its attorneys, and music manager Frank Copsidas to report known theft and fraud being perpetrated against James Brown.]

h. Plaintiffs, especially Hynie, Terry, the Legacy Trust, and its trustee, acting under color of state law and their attorneys and fiduciaries, have, in the name of the AG, the State's chief prosecutor, falsely accused Buchanan and Defendant of a federal felony in order to cover up the fraud and impropriety of Plaintiffs Hynie, the Legacy Trust, and Cannon, and to support Terry, Bell, Levenson and certain Plaintiffs in their coverup of Hynie's and the Legacy Trust's fraud.

i. SWB, under color of state law for the State/AG, not only continued to violate the Due Process, FOIA and other civil rights of Buchanan and Pope after the April 24, 2013 letter for the benefit of Hynie and those aligned with Hynie and Cannon, but to make false claims to the court and media and conceal public documents, including the "bogus" claimed \$4.7 million valuation of Brown's music empire, all to deprive Buchanan and Defendant of their reputations, careers and assets.

j. SWB attorneys, including Wingate, while acting under color of state law, have joined with Hynie's counsel in stepping outside the Wingate suit in their effort to deprive

Defendant of her Due Process rights and ability to earn a living, by claiming that Pope's legitimate 14% contract with her client Gloria Corley was void while concealing SWB's 40% contingency fee PLUS additional \$300 - \$375 an hour for appeals from the circuit courts for more than a decade. [See Brief of Estate of Gloria P. Corley, Ct. of Appeals Case No. 2019-00367]

k. SWB attorneys Wingate, Kendall and Gende have lacked candor with the courts and concealed public documents that should have been released in discovery years earlier, including when directed by the Honorable Jean Toal, Acting Circuit Judge, to testify about the authorization for Attorney General McMaster to commence the Wingate suit, and its continuation by AG Alan Wilson from 2011 until the date of the order in March 2017, including:

1. By concealing the AG's April 24, 2013 letter confirming that SWB should have disgorged all payments made prior to *Wilson v. Dallas*;
2. By concealing until 2023 the fact that, despite the opinion of AG Wilson, the Legacy Trust and Hynie were receiving funds at \$300-an-hour or more for appeals related to the Wingate suit, including those set out in more than 500 concealed billing pages, as revealed by SWB.
3. By Wingate's failure to disclose the hourly-charges, in addition to the 40% contingency which, has apparently been used to disrupt no fewer than three FOIA appeals, and two appeals from the Wingate suit, when ordered by the Honorable Jean Toal to testify in 2017.
4. By Kendall's failure to disclose the funds being advanced from James Brown's charity in direct contravention of AG Wilson's 2013 opinion, and in addition to the 40% contingency, all to benefit Hynie and help conceal Hynie's fraud, the fraud of the Legacy Trust, and the theft, money laundering, and forgeries of David Cannon.

l. Eleven (11) Plaintiffs for whom Levenson signed the 40% contingency fee have terminated Levenson, one has died, and five (5) adults, former minors, have never ratified SWB's State/AG action on their behalf.

m. Levenson and SWB, acting under color of state law for AG Wilson, participated in the false devaluation of Brown's music empire to \$4.7 million and Brown's 10,000 items of personal property to under \$.5 million while simultaneously claiming that Buchanan and Defendant should have accepted a 2007 \$100 million offer for James Brown's music empire which could not be accepted because of Plaintiffs' baseless will contests and Forlando Brown's outrageous federal injunction suit seeking to reinstate the thief David Cannon as James Brown's trustee.

n. SWB, under color of state law, acting for AG Wilson, but to benefit Hynie and Terry, increased its personal attacks, discovery abuse and harassment of Defendant in 2012 when

it learned that Defendant's daughter had undergone surgery for a brain tumor.

o. SWB, under color of state law, acting for AG Wilson, but to benefit Hynie and Terry, abused discovery in 2016, while still concealing the April 24, 2013 letter by taking extreme measures to conceal the sworn testimony of Governor McMaster that he never authorized SWB to bring the Wingate suit on behalf of the State/AG and knew nothing about the actions of SWB, the Legacy Trust and Bauknight taken in the Wingate suit under color of state law and without authority.

p. By order of the Honorable Doyet Early, III ("Judge Early"), in 2017 the AG and all Plaintiffs were given five days at Defendant's home office, and extra time if needed, to review and copy all documents, and to resolve all matters of confidentiality, but SWB did not take advantage of the Order; wasted four days, then failed to copy a single document other than the 70 CDs previously delivered by Defendant to the Attorney General and Plaintiffs through SWB. [Exhibit E, Silvermail Email]

q. While harrasing Defendant, Hynie, the Legacy Trust and SWB, acting under color of state law, purportedly for the State/AG, have refused to complete discovery, interposing multiple, costly efforts to stay to prevent any inquiry into Hynie's bigamy and the State/AG action by SWB and/or the Legacy Trust to obstruct the investigation into Cannon's criminal activity, and even Cannon's possible involvement in Brown's death, all to whitewash Cannon, Dallas, Copsidas and Greenberg Traurig ("GT) attorney Joel Katz ("Katz") for use as witnesses to promote the false claim set out in the Wingate suit complaint that Defendants violated their fiduciary duty to the Attorney General, the Legacy Trust, Hynie and other Plaintiffs by opposing the plan to give about \$2 million of income a year starting in 2012 to Plaintiffs and \$44 million from the 2021 \$90 million sale of James Brown's music empire in exchange for termination rights worth less than \$4.4 million.

r. Hynie, the Legacy Trust and SWB, acting without authority for the State/AG under color of state law, have unclean hands, have abused discovery and FOIA and the Office of the AG to cover up fraud of Hynie and Cannon and favor Plaintiffs who support Hynie and Cannon's fraud, while concealing that 15 Plaintiffs have openly rejected Hynie's fraud and claims in the Wingate suit complaint, and neither Governor McMaster nor AG Alan Wilson, nor any Court was ever properly informed by SWB, the Legacy Trust, Bauknight, Louis Levenson, Esq. ("Levenson"), David Bell, Esq. ("Bell"), or Powell Goldstein ("PG"), or music manager Peter Afterman ("Afterman") of the use of the Power of the State/Office of the Attorney General to disrupt a SLED investigation, including one involving possible murder, and cover up fraud of Hynie, Cannon and the Legacy Trust.

s. Each and every action taken by SWB, the Legacy Trust, and its trustee and owner/successors is a direct and continuing violation of 42 U.S.C. A. § 1983 and a vicious attempt to deprive Defendant, at age eighty (80) of the dignity, professional standing, and assets she would have had but for the illegal actions under color of state law and on behalf of the State/AG, by Hynie, resulting in Defendant's expenditure of more than \$1.4 million to protect James Brown's estate, 2000 Trust and "I Feel Good" charity from efforts

of Hynie and plaintiffs to take \$2 million a year after 2011 and \$44 million from the 2021 sale in exchange for termination rights worth less than \$4.4 million, as determined by the Attorney General's (through SWB) own expert, Roger Miller.

t. SWB in April 2023 in portions of more than 500 pages of billing records that, under color of state law, and acting for the State/AG, since 2011 in Wingate suit appeals, it has exacerbated the efforts of Hynie, the Legacy Trust and Terry to make Buchanan and Defendant appear to be greedy, incompetent felons by charging Plaintiffs not only a 40% contingency, but what may be millions of additional dollars, while claiming that James Brown's music empire was worth only \$4.7 million when he died, and the "I Feel Good" charity only \$4 million.

Defendant has fully complied with all discovery. SWB's motion to compel does not identify any alleged defect in Defendant's responses which the motion seeks to compel. Defendant addresses each in turn:

Plaintiffs' First Interrogatories

11. This interrogatory was fully answered without objection, as shown in Exhibit A to the Motion.

12. Defendant clearly sets forth a proper objection, and Plaintiffs made no timely motion to compel, as required. No Rule 11 consultation was attempted by movants regarding production of Defendant's private financial information.

13. Defendant clearly sets forth a proper objection, and Plaintiffs made no timely motion to compel, as required.

Plaintiffs' First Requests for Production

5. Defendant clearly sets forth a proper objection, and Plaintiffs made no timely motion to compel, as required. No Rule 11 consultation was attempted by movants regarding production of Defendant's private financial information.

Renewed First Interrogatories of Plaintiffs

3. This interrogatory was fully answered without objection, as shown in Exhibit C to the Motion.

The Motion alleges that Defendant is in default in this action, and "Plaintiffs are entitled to full and complete responses without objection." [Motion at 2] First, the Order declaring Defendant in default herein is not yet final and will not become final until after the forthcoming

appeal. Further, no legal authority is offered to support SWB's assertion, and Defendant is unaware of any rule or caselaw that dictates that a defendant in default (even if the default is finally determined) has no right to object to irrelevant, unduly burdensome and/or overbroad discovery requests or to seek appropriate protection in producing private documents or information. The Supreme Court recently reviewed the effect of default on a defendant's participation in a case, but made no findings which would support SWB's assertion. *See Limehouse v. Hulsey*, 404 S.C. 93, 744 S.E.2d 566 (S.C. 2013).¹

Additionally, SWB, Plaintiffs Hynie and the Legacy Trust, and its trustee have acted illegally under color of state law, on behalf of both Governor McMaster and AG Alan Wilson, in violation of 42 U.S.C.A. § 1983² to conceal public documents, disrupt discovery and violate the constitutional and other civil rights of Buchanan and Pope. Both of these statements are fully supported by the undisputed public record, including the \$90 million sale of the music empire of James Brown and the fraudulent spousal claims of Hynie; the 13-year record in this case (the "Wingate Suit"); the record in the two FOIA cases SWB attempted to consolidate with this case, one of which was consolidated; the sworn 2016 testimony of Governor Henry McMaster; the sworn 2017 testimony of Attorney General Alan Wilson; the discovery Order of Judge Early dated March 7, 2017; the Order of the Honorable Jean Toal ("Judge Toal") dated March 1, 2017; the 70 CDs delivered to SWB in 2017; the letters of Adam Silvernail ("Silvernail") to SWB attorney Mark Gende, Esq. ("Gende"), including Exhibit F; and the Motion to Alter and 10 supporting affidavits filed in April 2023.

¹ Indeed, the Supreme Court's only finding related to discovery was that the trial judge in *Limehouse* had properly "precluded Hulsey from engaging in discovery and limit[ing] his participation to cross-examination and objection to the plaintiff's evidence." *Id.*

² "Section 1983 provides a federal cause of action against any person who, acting under color of state law, deprives another of his federal rights." *Conn v. Gabbert*, 119 S.Ct. 1292, 526 U.S. 286, 143 L.Ed.2d 399 (1999)

The following is a brief summary of how the §1983 violations of SWB, the Legacy Trust, its trustee and majority owner/successors Hynie and Plaintiff Terry Brown, acting both for Governor McMaster and AG Wilson, have falsely accused Buchanan and Defendant of a federal crime, deprived both of their Due Process, First Amendment and FOIA rights, deprived both of their valuable good reputations; covered up the fraud of Hynie; disrupted the SLED investigation and criminal prosecution of thief David Cannon; and procured orders from no fewer than four circuit judges with full knowledge of the April 24, 2013 confirmation of AG Wilson that neither SWB nor Bauknight had any authority whatsoever to act for the State/Attorney General in the Wingate Suit.

I. Facts Confirming Compliance by Defendant & Discovery Abuse of Plaintiffs

a. Hynie Fraud and David Cannon Theft and Violence Before Death of James Brown

In 1996 James Brown's spouse Adrienne Rodriguez, died unexpectedly at age 45.

In 1997 Plaintiff Tommie Rae Hynie, a 27-year-old Caucasian woman, concealed that she was married and began a relationship with James Brown, age 64.

In 1999 James Brown made a voice tape outlining his plan to leave the bulk of his \$100 million fortune for scholarships for needy students and also borrowed \$26 million with a "Pullman Bond" loan secured by royalties from his song copyrights.

Brown directed David Cannon to put \$15 million in Morgan Stanley (MS), but Cannon laundered \$5 million through a Barnwell bank and stole the \$10 million he put in the MS account. [SLED Report, Investigator David Williams, 6/08]

In 2000 James Brown finalized his carefully crafted Will, 2000 Trust with Hynie present.

In 2001 Hynie falsified a probate court application and "married" Brown.

In 2002 Frank Copsidas became James Brown's personal manager.

In 2004 Brown sued Hynie and settled with her agreement never to claim to be Brown's common law spouse. Her handwritten notes confirm Brown then refused to marry Hynie.

Before Brown died, both Hynie and Copsidas observed that Cannon was stealing from James Brown and holding James Brown in "servitude" with threats of criminal prosecution.

In October 2006, Cannon, Copsidas, and Greenberg Traurig (GT), proposed a "New Transaction" to sell James Brown's royalties with the thief Cannon to receive \$1.4 million, plus 5% of the sale. [See Filing of Plaintiffs Estate/2000 Trust, Exhibit D]

Cannon told an employee of his VP Capital Recovery company he was expecting a large "infusion of capital."

When James Brown died unexpectedly in 2006, both Hynie and Copsidas believed that he had been murdered, but neither reported this to SLED, the Attorney General, or any appropriate investigating authority.

1. Plaintiff Hynie Begins 16-Year Fraud and Concealing of Documents (2007)

Within days of Brown's death Cannon and co-trustee Albert Dallas ("Dallas") fabricated a schedule to Plaintiff 2000 Trust and by February 2007 Hynie was seeking half of Brown's assets and Cannon had bought the lot for his \$1 million retirement mansion in the Caribbean.

In 2007 Cannon, aided by Dallas, GT and Powell Goldstein (PG), tried to sell Brown's music empire for about \$100 million, pay himself more than \$5 million, and escape to his retirement mansion, covering up his fraud, theft, and violence.

In 2007 Cannon and John Saunders, a nephew, were trying to market one of Cannon's companies, and Cannon began selling his two S.C. beach houses and his Columbia real estate.

2. AG Henry McMaster Orders SLED Investigation of David Cannon (Dec. 2007)

In December 2007 Governor McMaster, then AG, ordered a SLED investigation of Cannon

after Plaintiffs James Brown Estate/2000 Trust documented his theft of \$10 million or more.

From 2007 until Cannon died in 2018 he lied to multiple courts to cover up his money laundering, theft and forgeries, and was aided by, Dallas, GT, PG, Plaintiff Terry Brown (“Terry”); Terry’s son Forlando Brown (“Forlando”) and others. After 2009 Cannon’s concealment was aided by Bauknight, Hynie and Plaintiff Legacy Trust, and after 2010 by SWB.

In 2008 Plaintiffs James Brown Estate/2000 Trust sued Cannon, Dallas and GT and to begin recovery of the \$17 million Cannon had stolen, and the damage caused by the coverup of the theft, which was fully documented in about 145 boxes of public James Brown documents.

In June 2008 SLED investigator David Williams had documented \$10 million of the theft and sought a search warrant of Enterprise Bank, where Cannon had laundered \$5 million in 1999. [Exhibit C, \$5 million check.]

In August 2008 Hynie and 11 plaintiffs represented by Louis Levenson, Esq. (“Levenson”) agreed to support Hynie’s false claim that she was the spouse of James Brown and controlled the Copyright Act termination rights related to what is now 1,100+ song copyrights of James Brown so Hynie and 5 Levenson clients would get half of James Brown’s \$100 million music empire and Levenson \$6 million or more in contingency fees. [See *What Levenson Wants*, 2012]

Hynie’s termination rights claims were worth zero and the termination rights of all real heirs of James Brown were worth only about \$4.4 million. [See testimony of AG’s expert Roger Miller, 3/17] Levenson’s clients agreed to put the AG and Hynie in 75% control of Brown’s music empire through Plaintiff Legacy Trust.

3. The Murder of Darren Lumar (2008)

In the fall of 2008 Darren Lumar, who claimed James Brown was murdered, was himself murdered. To counsel’s knowledge, no suspect has ever been charged in Lumar’s murder.

4. Bauknight Asks Judge Early to Approve Deal of Hynie, Levenson and Terry

In January 2009 Terry, who had been helping son Forlando cover up the theft and fraud of David Cannon since early 2008, joined with Hynie and the Levenson clients, and Russell Bauknight (Bauknight), trustee of Plaintiff Legacy Trust, recommended that Judge Doyet Early approve the settlement deal.

In addition to almost 5% of Brown's assets, Terry was given a right of first refusal to buy James Brown's music empire (the "ROFR")

In May 2009 Judge Early approved the settlement recommended by Bauknight, and Bauknight, in addition to trustee of Plaintiff Legacy Trust, became PR/Trustee of Brown's Estate and 2000 Trust which was dismembered by the Hynie/Levenson 2008 settlement.

5. Hynie Reveals Possible James Brown Murder to GQ Magazine (Feb. 2009)

In 2009 Hynie, while agreeing to say nothing bad about Terry, told GQ reporter Sean Flynn, in an article entitled "Papa," that Cannon and Dallas had looted James Brown and she believed that James Brown was killed. Hynie would not reveal the person she believed had killed Brown, or the motive.

Neither Hynie nor Bauknight reported this to SLED, and by 2009 Bauknight and a dozen Legacy Trust lawyers were concealing the formerly-public evidence of Cannon's theft and Hynie's bigamy.

b. Hynie and Legacy Trust Act Under Color of State Law Before Wingate Suit

From May 2009 until Governor McMaster left office as AG in January 2011, Hynie, the Legacy Trust and Bauknight took numerous actions for the State/AG under color of state law, and in violation of § 1983 to impede the SLED investigation of Cannon, conceal both Cannon's and Hynie's fraud, and advance Forlando's federal suit to reinstate the thief Cannon as a trustee of

Brown's 2000 Trust.

Governor McMaster confirmed under oath that he was not told of any of the actions of the Legacy Trust or the operation of Brown's music empire during the time. Nor was AG McMaster aware of the massive \$79 million devaluation of Brown's music empire to \$4.7 million proposed by Hynie in 2009 and carried out by Bauknight and Peter Afterman in 2010. [See Depos. Gov. McMaster]

In June 2009 Bauknight's Legacy Trust lawyers directed lawyers suing Cannon for Brown's estate not to discuss the case with Buchanan and Defendant, who discovered the theft and were primary witnesses to the case.

c. Concealing the Unsigned Wingate Special Counsel Agreement for 11 Years

In May 2010 SWB and all 16 Plaintiffs or their attorneys had actual knowledge that that the Wingate Special Counsel Litigation Retention Agreement was not signed by AG McMaster, even though an early draft contained a place for his signature. They also knew that the Wingate Agreement was signed by Levenson, who wanted a \$6 million or greater fee, and David Bell, Esq., who had been helping Forlando cover up Cannon's theft since 2007.

With this knowledge, SWB, Hynie and Bauknight began acting without authorization for the State/Attorney General under color of state law on three fronts:

- a. by naming the Attorney General as a Wingate Suit Plaintiff and acting for him;
- b. by acting for the Legacy Trust and claiming it was controlled by the AG; and
- c. by Bauknight's acting "on behalf of the Attorney General of South Carolina."

SWB has continued this unauthorized state action in violation of § 1983 while concealing the Wingate Agreement and other public documents showing its lack of authorization to act in 13 years of discovery abuse and 12 years of FOIA abuse.

d. Discovery Abuse and Coverup of Fraud and Theft in Name of AG McMaster in 2010

In 2010 SWB, acting for AG McMaster and 16 private plaintiffs, claimed to Judge Casey Manning that the AG was SWB's client and that SWB's contract with the AG was the "epitome" of a private document. SWB continued this state action in violation of §1983 until 2021, while concealing the public Wingate Agreement both in discovery and under FOIA.

In 2010 SWB, in violation of §1983, named Cannon, Dallas, Copsidas, and GT attorney Joel Katz as the Attorney General's witnesses against Buchanan and Defendant, while concealing 145 boxes of public documents confirming Cannon's theft and forgeries, and the coverup of that theft by Dallas, Copsidas and GT.

SWB took these actions for AG McMaster while the AG's office was handling the criminal case against Cannon.

e. Appellate, Discovery and FOIA Abuse by SWB for State/Attorney General (2011)

In 2011 SWB, presented a verification by AG Wilson of interrogatory answers by AG McMaster, who had never been shown the interrogatories.

In 2011 SWB, acting for AG Wilson, successfully moved to dismiss the appeal of this action. Buchanan and Pope asserted in that appeal that the Wingate Suit was a violation of their Due Process and other constitutional rights. Neither AG Wilson nor Governor McMaster was informed of this appeal, or the State/AG action being taken by SWB.

SWB revealed in 2023 that this §1983 violation was not paid for with the 40% contingency fee of the private Legacy Trust owner/beneficiaries, but from Brown's estate from funds devised to Brown's "I Feel Good" charity at what appears to be \$300 - \$375 an hour, in addition to the 40% contingency.

In 2011 SWB, in addition to refusal to comply with discovery, attempted to intervene in

two FOIA suits to conceal: 1. The public Wingate Litigation Agreement; 2. Public documents related to the fabricated \$4.7 million valuation of Brown's music empire; and 3. a Legacy Trust amendment allowing Terry to begin due diligence on the purchase or sale of Brown's music empire which Bauknight had just devalued by \$79 million.

In 2011 Bauknight failed to appear at Cannon's plea hearing, seek restitution, seek any prison time, describe Cannon's egregious behavior to the Court, or even file a victims' statement for the needy student beneficiaries of the "I Feel Good" Trust, resulting in Cannon's not spending a night in prison for more than \$15 million he had stolen from James Brown's charity, while SWB and Bauknight, acting for AG Wilson, continued to name Cannon, Dallas and Copsidas as witnesses against Buchanan and Pope in the Wingate Suit.

In 2011 SWB, speaking for AG Wilson, began openly joining Hynie and the Legacy Trust lawyers in the false Wingate Suit claim that Buchanan and Pope had committed the federal felony of overstating the value of Brown's music empire at \$84 million (\$99 less the \$15 million Pullman Bond debt) for the improper purpose of obtaining a \$5 million commission on Brown's \$5 million estate.

The false claim that Brown's estate was worth only \$4.7 million was planned by Hynie's lawyers in 2009 to discredit "Bobadele," a name they used for Defendants in the Wingate Suit, and carried out in 2010 by Bauknight and Peter Afterman, who, along with SWB and the Legacy Trust, and in violation of §1983, have concealed the false \$4.7 million valuation and the public documents which confirm that it is false for 13 years.

f. Additional Discovery and FOIA Abuse in 2012 by SWB Acting for the AG (2012)

In 2012 SWB consolidated one FOIA case with the Wingate Suit and attempted to consolidate another, and also SWB directed AG Wilson not to comply with his duties under FOIA

to release the public Wingate Special Counsel Agreement.

In 2012 SWB, acting for AG Wilson stopped the deposition of the AG's witness Dallas when it became clear Dallas would testify that Hynie was a bigamist. SWB also rejected offers to let both the Attorney General, Brown's Estate/2000 Trust, and minor beneficiaries of the 2000 Trust out of Richland 4900 at no cost.

SWB's justification for the AG's FOIA noncompliance and rejecting offers to the AG, James Brown's Estate and minors, was that it would damage the AG's purported co-plaintiffs, primarily Hynie and Terry. That year Hynie issued a public post claiming that Pope was "the last of the rats" and that Pope had misappropriated assets and slandered the "family."

Bauknight, while acting for AG Wilson in this suit in violation of §1983, endorsed a scandalous filing by Hynie with the Supreme Court in which Hynie claimed that Brown's assets were worth \$6.5 million when he died; that Pope (and Buchanan, since they acted jointly) was seeking a \$2.5 million commission from Brown's \$5 million estate, and that Defendant could do nothing to change the "fact" that Hynie was the spouse of James Brown. [See Sup. Ct. filing, by Hynie, 2012] Levenson also endorsed the false claims for 11 Plaintiffs, but by 2013 all 11 had abandoned their support for Hynie's spousal claims and false termination rights claims.

In 2012 SWB violated §1983 and First Amendment rights by seeking, in the name of AG Wilson, notes and sources of a reporter who wrote about Hynie's public bigamy admission,. [See *Story Lawyers' Weekly*] SWB, acting for AG Wilson, also violated §1983 by securing an order from Judge Manning which prevented the incarcerated Plaintiff Venisha Brown (Venisha) and minor plaintiffs from having a GAL in the Wingate suit.

Levenson, to secure his \$6+ million fee, later testified that he considered himself a "client" of SWB, and signed what they sent him to sign. [Deposition of Levenson, 12/17]

SWB, acting for AG Wilson, further violated §1983 and Buchanan's civil rights, including Due Process and First Amendment rights, in a purported "settlement" with AG Wilson in which Buchanan was required to release Hynie and the Legacy Trust and not file a petition for rehearing in *Wilson v. Dallas* in order to receive \$500,000 owed to him by Plaintiff James Brown Estate since 2009 under his court-approved fee contract.

In violation of §1983 SWB, acting for AG Wilson, but serving Hynie and the Legacy Trust, deprived Buchanan of a fair \$2.1 million fee for 5 years' work for Brown's \$100 million estate, and preventing Hynie, Terry and five Levenson clients from taking \$50 million from Brown's charity.

g. SWB's §1983 Violations After AG Wilson's April 24, 2013 Disgorgement Opinion (2013)

In March 2013 Defendant Pope and counsel Adam Silvernail ("Silvernail") discussed with AG Wilson, Chief Deputy AG McIntosh and Solicitor General Cook the severe damage caused to James Brown's charity by Bauknight's claimed \$4.7 valuation of James Brown's charity, and Bauknight's claim to the IRS that Hynie was the spouse of James Brown. They explained how easily these errors could be corrected. [See Depositions AG Wilson, Cook, McIntosh] All said they were hearing this for the first time.

On April 24, 2013 AG Wilson notified SWB that the Office of the Attorney General had never hired SWB to bring the Wingate Suit, something SWB and Plaintiffs had known since Governor McMaster did not sign the concealed Wingate Special Counsel Agreement. [Exhibit B]

AG Wilson also advised SWB in the April 24 letter that under *Wilson v. Dallas*. SWB was required to disgorge all monies paid to it by Plaintiff James Brown Estate, which meant:

1. \$500,000 to secure Buchanan releases for Hynie and the Legacy Trust owners;
2. the hourly payments to SWB (\$300 - \$375 an hour) for the 1st Appeal;

3. Other costs advanced to SWB by Plaintiff James Brown Estate. [Exhibit B]

AG Wilson also advised SWB that it never had an attorney-client relationship with the Office of the Attorney General, meaning that all documents shared with the AG were not subject to a privilege. Further AG Wilson advised SWB that it would not pay any portion of SWB's fees or costs for the Wingate Suit, shifting all such costs to SWB's 16 private clients, the owner-beneficiaries of Plaintiff Legacy Trust. [Exhibit B]

The AG also told Defendant and the Supreme Court that he was getting out of the Wingate Suit, but SWB, Bauknight and the Legacy Trust -- instead of ending the role of the AG in the Wingate Suit -- have concealed the public April 24, 2013 Letter for 10 years while acting in the name of, and on behalf of, Attorney General Alan Wilson.

h. SWB's 10-Year State Action, §1983 Violations and Concealed Documents After *Wilson*

The Supreme Court's *Wilson v. Dallas* decision directed full disclosure of amounts paid in connection with that appeal, but SWB, acting for AG Wilson, Bauknight, and Bauknight's other Legacy Trust lawyers, all overlooked the \$500,000 paid to secure releases for Hynie and Legacy Trust owners from Buchanan's counterclaims; the hourly payments to SWB to dismiss the first Wingate Suit appeal in 2011; and a still-undisclosed agreement for Bauknight to use funds of Plaintiff James Brown's Estate to fund appeals "related to" the Wingate Suit since 2011, which agreement was first disclosed by SWB attorney Mark Gende, Esq., in April 2023.

In March 2013 Levenson advised the Supreme Court of his intention to continue the Wingate Suit despite AG Wilson's announcement that he was getting out. Then on May 29, 2013 Hynie's counsel and Levenson announced their plan to disregard *Wilson v. Dallas* and reinstate the 2008 settlement deal voided by the Supreme Court. By the end of 2013, however, most of the 11 plaintiffs for whom Levenson signed the 40% Wingate Special Counsel Agreement had

repudiated Hynie's spousal and termination rights claims. By 2016 all had fired Levenson and abandoned their claim to 25% of Brown's charity as sought in the Wingate Suit.

By contrast, under oath in 2013 Bauknight supported the 2008 settlement; called Defendant dishonest; and even claimed that Defendant (and presumably Buchanan, since their service was joint) had "raped" James Brown's estate. Bauknight's music manager, identified as the "expert" on the fabricated \$4.7 million valuation, began working both for Bauknight and for Hynie's attorneys.

Forlando Brown, part of the investment group seeking to buy James Brown's music empire, confirmed under oath that Bauknight/Afterman's \$4.7 million claimed value for Brown's music empire was "bogus."

SWB, acting for AG Wilson, continued to refuse to release discovery documents and SWB & Bauknight moved to intervene in a FOIA suit by a reporter seeking public documents, including Hynie's public bigamy admissions.

Plaintiff Legacy Trust (Bauknight) requested, and obtained a 3-year stay from Judge Manning.

i. SWB, for AG Wilson, Supports Hynie Against Defendant and Brown Children (2014)

In 2014 SWB, acting for AG Wilson, with Hynie and the Legacy Trust, continued to conceal public documents, in Wingate Suit discovery and in three FOIA cases, including Hynie's handwritten admissions that her marriage to James Brown was bigamous, and continued to designate the thief David Cannon, Dallas and Copsidas as the AG's witnesses in the Wingate suit.

j. SWB Paid Hourly, in Addition to 40% Contingency, in Reporter's FOIA Appeal (2015)

In 2014, while both acted for Attorney General Wilson in the Wingate Suit, SWB, according to Gende's 2023 affidavit, was paid on an hourly basis, in addition to the 40%

contingency, to try to intervene in the FOIA suit of a reporter seeking Hynie's handwritten bigamy admissions, the public Wingate Agreement, and other public documents the AG, through SWB, was continuing to refuse to release in discovery in the Wingate Suit.

k. Orders Supporting Post- *Wilson* Fraud of Hynie and SWB/AG Discovery Abuse (2016)

By 2016 SWB's unauthorized State/AG action, discovery abuse, and §1983 violations after April 24, 2013, allowed Plaintiffs Hynie, Terry Brown, and Legacy Trust, supported by about 25 lawyers³, to secure multiple orders from Judge Doyet Early and Judge Casey Manning to conceal and cover up evidence of Hynie's continuing fraud, including the fabricated \$4.7 million valuation of Brown's music empire which had shifted nearly 31% of Brown's charity over to Forlando and family members; the \$1+ million of royalties Hynie siphoned from Plaintiffs James Brown Estate/Trust in 2015; Hynie's handwritten admissions of her bigamy; the April 24, 2013 Letter confirming the AG never hired SWB; the public Wingate Litigation Agreement never signed by Governor McMaster as AG; and even the 2016 sworn testimony of Governor McMaster that he did not authorize SWB to bring Richland 4900 for the Attorney General.

In 2016, SWB, still acting for the State/AG in violation of § 1983 and concealing the April 23, 2013 Letter:

- a. Suppressed testimony of Brown's manager Frank Copsidas that Cannon had held James Brown hostage and stolen for him, and similar testimony of GT attorney Joel Katz;
- b. Suppressed Hynie's handwritten bigamy admissions;
- c. Was engaged by Bauknight to suppress documents related to Forlando's coverup of Cannon's theft, money laundering, forgeries;

³ Lawyers who continued to support Hynie's fraudulent spousal, value and termination rights claims after April 24, 2013 and *Wilson v. Dallas*, and/or suppress public documents showing the Legacy Trust's fraud, Hynie's bigamy, and/or David Cannon's theft, money laundering, and forgery either in discovery, under FOIA, or both, include: SWB attorneys acting for the State/AG Wilson, Kenneth Wingate, Esq., (Wingate), Mark Gende, Esq. (Gender), Everett Kendall (Kendall), Aaron Hayes, Esq., (Hayes); 12 of Bauknight's former Legacy Trust lawyers, including William Newsome, Esq. (Newsome), Burl Williams, Esq. (B. Williams), David Black, Esq. (Black), ; Louis Levenson, Esq. (Levenson), and at least six of Hynie's own lawyers.

d. Suppressed evidence that the Bauknight/Afterman \$4.7 million valuation shifted nearly 1/3 of Brown's charity out of the "I Feel Good" Trust and over to Forlando and family members;

e. Simultaneously sought summary judgment for Plaintiff Legacy Trust while claiming it did not exist in a FOIA case, in order to conceal public documents and fraud of the Legacy Trust;

f. Suppressed sworn testimony and public filings of 11 Wingate Suit Plaintiffs and DNA-proven children that Hynie was a bigamist, and her value and termination rights claims false;

g. Suppressed Governor McMaster's emphatic testimony that he did not authorize SWB to bring the Wingate Suit, and, as AG, was not informed of anything SWB, Bauknight, and the Legacy Trust were doing. Specifically, his testimony: "Ma'am, I did not sue you." Nor did he know anything about the serious false felony claim lodged by two AGs, through SWB, for 5 years;

h. Jointly named nine experts purportedly to testify for Hynie, the Attorney General, the Legacy Trust, and Terry Brown, in support of the AG's false felony and the coverup of his fraud and theft.

d. Suppressed the fabricated \$4.7 million valuation used by Hynie and the Attorney General (through SWB) to falsely accuse Buchanan and Pope of a federal felony.

SWB, acting for AG Wilson under color of state law, in violation of § 1983, obtained summary judgment for the Legacy Trust, Hynie and Terry Brown in the Wingate Suit, then began what is now a 7-year effort to suppress all discovery and allow Hynie, the Legacy Trust and Terry to escape the jurisdiction of this Court and all Appellate Courts, leaving James Brown's estate responsible for costs of the illegal state actions of SWB, Hynie and the Legacy Trust, acting for the private benefit of Hynie and those aligned with Hynie in the violation of the Due Process and other civil rights of the minor beneficiaries of James Brown's 2000 Trust, James Brown's DNA children, the beneficiaries of Brown's "I Feel Good" charity, Buchanan and Defendant.

In 2016 the Legacy Trust began a 3-year FOIA appeal, claiming it did not exist, while actively pursuing Hynie's interest in the Wintate Suit and funding both efforts from funds devised to Brown's charity. That year Plaintiff Hynie secured an order to pay \$700,000.00 in GAL fees

and fees to a lawyer for Hynie and her son, not a presumed heir of James Brown, all of whom refused a \$300 paid-for DNA test in 2008.

In addition to suppressing the April 24, 2013 letter, AG Wilson (through SWB) continued to conceal the public Wingate Agreement, the public Hynie bigamy admissions, and other documents which had been properly requested five years earlier.

I. AG Wilson (SWB) Suppresses Cannon's Fraud and Names 7 Experts With Hynie (2017)

In March 2017 SWB attorneys Kenneth Wingate, Esq., and Everett Kendall, Esq., were compelled to testify about the authority for the AG to commence and continue the Wingate Suit.

Both lacked candor with the court, including as follows:

- a. by identifying a copy of the Wingate Agreement with the signature of David Bell, Esq. (Bell) altered by inclusion of a signature of Terry Brown;
- b. by failing to disclose that SWB was being paid, in addition to the 40% contingency by Hynie, the Legacy Trust, and its other owners, \$300 - \$375 an hour to disrupt appeals "related to" Richland 4900 dating back to 2011, which had not been either disclosed as ordered in *Wilson v. Dallas* or disgorged as directed by AG Wilson on April 24, 2013;
- c. by claiming they were unaware of any changes in Wingate Suit clients since 2010;
- d. by claiming that SWB was hired by Governor McMaster when AG, but concealing both the April 24, 2013 letter and 75 emails from May 2010 to show that SWB was not hired, and that Levenson and Bell joined Hynie and the Legacy Trust in the conspiracy to sue Buchanan and Pope in the name of the State/Attorney General with no authority to do so.

That year the Attorney General (SWB) joined Hynie and the Legacy Trust in a refusal to lift stay, suppressing all Wingate Suit discovery, including the testimony of 7 of the 9 experts jointly named by the AG, Hynie, the Legacy Trust and purportedly the remaining plaintiffs.

The AG (SWB) suppressed public evidence that 11 Plaintiffs for whom Levenson signed the 40% Wingate Agreement had fired Levenson and repudiated all of Hynie's and the Legacy Trust's known false claims, including her false termination rights claims, the false \$4.7 million

valuation claim, and the false claim that Hynie was the spouse of James Brown.

That year SWB, acting for AG Wilson, worked to conceal the sworn testimony of AG Alan Wilson that he knew nothing about the AG McMaster interrogatories SWB had presented for him to sign; that SWB, Bauknight and Hynie had never told AG Wilson anything about their actions under color of state law in the Wingate Suit; and that AG Wilson and his senior staff knew of nothing Buchanan or Pope had ever done wrong.

That year SWB, acting for AG Wilson, secured an order to conduct 5 days of discovery at the home office of Defendant; wasted 4 days; then failed to copy a single document after Defendant and counsel Silvernail had, for 6 years, fully complied with all discovery requests.

m. SWB, for AG Wilson, Conceals Tens of Millions Spent to Advance Hynie's Fraud (2018)

By February 2018 every Wingate Suit plaintiff not controlled by Hynie or Bauknight had denounced Hynie's and the Legacy Trust's fraudulent claims in the Wingate Suit that Hynie and James Brown II ("James") control the termination rights to James Brown's 1,100+ copyrights; the false claim that the termination rights contributed by the settling parties to the 2008 settlement brokered by Governor McMaster were worth "tens of millions" of dollars, when they were actually worth less than \$4.4 million; the false claim that the 2008 settlement saved taxes, when it had actually caused Brown's estate and charity to lose hundreds of thousands of dollars in unnecessary income tax; and the false claim that Buchanan and Pope were greedy, incompetent felons who had overstated the value of Brown's assets by \$79 million to get a \$2.1 million commission for Buchanan and a \$2.8 million commission for Pope.

By then Governor McMaster, AG Wilson, Solicitor General Cook, Chief Deputy AG John McIntosh, the AG/Hynie's expert Roger Miller (Miller), James Hardin, Esq. (Hardin), Steve Johnson, Esq. (Johnson), the AG/Hynie's CPA expert Ellison Thomas (Thomas), the AG/Hynie's

CPA expert Mark Hobbs, Marc Toberoff, Esq. (Toberoff), Buchanan, Forlando, Joel Katz, Esq. (Katz), Frank Copsidas (Copsidas) and 11 Plaintiffs had confirmed under oath, in court filings, or elsewhere, that the tens of millions of dollars spent by Bauknight, from James Brown's Estate and funds devised to Brown's "I Feel Good" charity to "prove" that Hynie was James Brown's spouse and entitled to a quarter of the assets of his charity, and that Hynie and Bauknight, through the Legacy Trust, should have 75% control of James Brown's music empire with AG Wilson was a disrespectful violation of James Brown's estate plan, especially when combined with the claim that his "I Feel Good" charity was worth only \$4 million when James Brown died.

With this knowledge, SWB, acting for the State/AG under color of state law and in violation of § 1983, refused discovery and fought all efforts to lift the stay imposed by necessary appeals of Wingate Suit orders to conceal these now-undisputed facts, confirmed by the AG's, Hynie's and Legacy Trust's own Wingate Suit witnesses and experts, including:

- a. Hynie's termination rights were worth zero because she was not Brown's spouse.
- b. Termination rights of ALL heirs were worth only \$8.8 million.⁴
- c. Bauknight spent tens of millions of dollars trying to enforce Hynie's false claims, and a circuit court, persuaded by Hynie's fraudulent claims, destroyed the records.⁵

⁴ See Deposition testimony of AG/Hynie expert Roger Miller, 3/17, claimed confidential by Bauknight, but revealed in 2018 by testimony of AG/Hynie expert Brad Sharpe, that Miller valued the termination rights of ALL James Brown heirs in 2017 – 10 years after Brown's death – at only \$8.8 million, but the settling parties to the AG's 2008 settlement who were given shares were only about half of the claimed heirs, and some were not heirs. The AG's 2008 settlement stopped the official DNA testing protocol which, at a cost of \$300, properly determined James Brown's heirs under the Copyright Act. Hynie's son, Plaintiff James Brown II, refused the paid-for \$300 test in 2008, and then was awarded \$700,000 in legal and GAL fees in 2016 by Judge Early, who was being persuaded a second time by the false spousal, termination rights, and valuation claims of Hynie.

⁵ Bauknight, after being ordered to produce his total litigation costs from 2009 until December 2017 in "Aiken 1337," objected, then filed the record of tens of millions of dollars spent by Bauknight seeking to enforce Hynie's claims under the 2008 settlement deal brokered by Gov. McMaster. The circuit court, persuaded by Hynie's fraud, reviewed the records, and then discarded them without retaining a copy for the appeal. In the same month in 2018, however, Bauknight admitted in U.S. Dist. Court before the Honorable Michelle Childs, that he had spent "tens of millions of dollars in litigation costs." This is consistent with Bauknight testimony that more than \$35 million came into Brown's estate AFTER the Pullman Bond debt was paid off, but Bauknight testified in 2018 that he had no idea of the value of Brown's assets, but that he had only \$8 million in the bank. This statement was made AFTER the 2017 settlement with Cannon, GT and others of the 2008 suit brought to

- d. The \$100 million (less \$15 million Pullman Bond debt) was correct and conservative.
- e. Judge Early had been defrauded by Hynie's false claims two times, in 2009 and 2015, and Judge Manning had been misled by the fraud of Hynie, the fraud of the Legacy Trust, and the false claim of SWB and Bauknight from 2012 until 2016 that the Legacy Trust was a "charitable settlement entity," managed by Bauknight in Richland County, but controlled by AG McMaster and then AG Wilson.⁶
- f. Bauknight and SWB improperly concealed Hynie's bigamy admissions.⁷
- g. Hynie had effective control of the Legacy Trust and music empire from 2009 to 2018.
- h. The \$4.7 million valuation claim was "bogus," as confirmed by Forlando and others.
- i. SWB acted without legal authority for the AG from 2010 until 2018 to benefit Hynie.
- j. Bauknight failed to protect Brown's charity, instead protecting Hynie and her allies.
- k. Levenson, to get a \$6+ million fee, helped conceal the fraud of Hynie and Cannon.
- l. Bell, to cover up the fraud and theft of Cannon, helped conceal the fraud of Hynie.

The actual facts which were fully documented by 2018 in several suits, including those from which Buchanan and Pope were excluded – at Hynie's and Bauknight's request – since 2013, confirmed that Hynie's spousal, valuation and termination rights claim had been false; that Hynie

recover the \$17 million David Cannon had stolen.

These facts suggest that Bauknight, the Legacy Trust and SWB, acting for the AG under color of state law in violation of § 1983 solely for the benefit of Hynie, the Legacy Trust, and those aligned with Hynie, spent more than \$20 million devised to James Brown's charity AFTER AG Wilson's April 24, 2013 letter telling SWB that it had no authority to act for the State/AG in the Wingate Suit and should disgorge all payments made to SWB, to be returned to Plaintiff 2000 Trust.

⁶ See Deposition, Sr. Asst. AG Jones that he knows nothing about the Legacy Trust's actions since 2013; Deposition of AG Wilson.

⁷ The convoluted 13-year history of efforts of Hynie, SWB and Bauknight to conceal Hynie's contemporaneous, handwritten bigamy admissions, and James Brown's refusal to marry Hynie after he discovered her bigamy, is arguably the most compelling evidence of the damage cause by the illegal state action of SWB, Bauknight and the Legacy Trust to benefit Hynie, and which, in violation of § 1983 deprived Buchanan, Defendant, reporters and the DNA-proven heirs of James Brown their Due Process, FOIA and First Amendment rights.

was not James Brown's spouse; that David Cannon was a thief, money launderer, forgers and a fraud; and that Buchanan and Defendant had properly valued Brown's music empire at \$99 million (less the \$15 million Pullman Bond debt); had properly opposed Hynie's claims for more than half of Brown's charity; and had properly opposed the AG's 2008 effort to try to give \$44 million from the 2021 sale of Brown's assets and \$2 million a year in income (starting in 2012) to Hynie and five Levenson clients. Also highlighted was the fact that Levenson, although fired by 11 Plaintiffs, supported Hynie's fraud in order to try to hold onto a fee of \$6+ million he would have gotten if the Wingate Suit had been able to stop *Wilson v. Dallas*.

Even though a majority of the Plaintiffs denounced all claims of Hynie as the product of fraud, SWB, Bauknight, and the Legacy Trust continued to make the false claims, including the false felony claim against Buchanan and Pope, to the media and in the Wingate Suit and elsewhere.

n. The AG (SWB) Conceals Mistreatment of James Brown Despite Possible Murder (2019)

Before he left office in February 2019, Judge Early had been defrauded multiple times by Hynie's false claims. Just before leaving office, persuaded by the false claims of Hynie and those aligned with her, Judge Early found that Buchanan and Pope should not have complied with their duty to James Brown's Estate by appealing the 2008 settlement which gave \$2 million a year (from 2012) to Hynie and five Levenson clients and would have given them \$44 million from the 2021 sale of Brown's music empire.

After discarding tens of millions of dollars of litigation records filed by Bauknight *ex parte*, the circuit court adopted Bauknight's and Hynie's claim that James Brown's worldwide music empire was worth only \$4.7 million when he died, and Brown's "I Feel Good" charity worth only about \$4 million.

This extraordinary result was achieved by Bauknight's request, while continuing to act for

the State/AG in this case, that the Circuit Court simply ignore the facts and the evidence, including the facts and evidence presented by Governor McMaster, AG Wilson, the Solicitor General and the Chief Deputy AG that SWB and Bauknight had never informed them of the falsity of Hynie's felony, valuation, termination right and spousal claims. The request was granted, as was a request to ignore that the claimed \$4.7 million valuation of Brown's music empire was not only "bogus" but an insult and violation of Brown estate plan which shifted 31% of Brown's "I Feel Good" charity over to Forlando and five cousins. The judge was also asked to ignore, and did ignore, that Hynie, Terry and the Legacy Trust had covered up Cannon's theft, money laundering, forgery and fraud for a decade, and that SWB, acting for the AG, was helping Bauknight and the Legacy Trust to continue the coverup.

SWB's, Bauknight's, and the Legacy Trust's actions under color of state law for the AG were particularly egregious in light of the fact that CNN Reporter Thomas Lake, after interviewing more than 100 witnesses, had discovered that there was material evidence that both James Brown and his last wife Adrienne Rodriguez (Adrienne) had been murdered, and that Cannon – at a minimum – was a critical witness. Instead, Cannon was now dead, and Hynie, with SWB and Bauknight acting for the State/AG, had covered up his fraud and possible involvement in the deaths of James Brown and Adrienne.

The material evidence which SWB, Hynie, Bauknight and the Legacy Trust continued to conceal, included:

- a. Statements of Brown's music manager Frank Copsidas that Brown may have been murdered;
- b. Adrienne's immediate pre-death call to her attorney, now the Aiken Clerk of Court, that unspecified persons were trying to murder her, and her unexpected death at 45;
- c. Hynie's refusal to state in 2009 who might have killed James Brown, and the motive;

In 2019 SWB, acting for AG Wilson in violation of § 1983, sought orders which praised Bauknight and the 2008 settlement brokered by James Brown which would have allowed Terry to buy Brown's music empire for less than 1/10 of its real value, given Hynie a quarter of the assets, given five Levenson clients another quarter, and taken back for the charity less than \$4.4 million in termination rights.

o. SWB/ Bauknight Unauthorized State/AG Action to Support Hynie Fraud Revealed (2020)

In 2020 the Supreme Court, at the behest of Brown's children, including some Plaintiffs formerly represented by Levenson, rejected Hynie's spousal claims, confirming she never had any termination rights.

In late 2020 AG Wilson released under FOIA the April 24, 2013 Letter and the instruction from SWB that the AG not comply with his FOIA obligations, along with other documents improperly withheld by SWB which SWB continues to refuse to produce under 2010 continuing discovery requests of Buchanan/ Defendant. Those documents confirm SWB's now-13-year role, acting without authority for the State/AG, in promoting and covering up the fraud of Hynie and the fraud, money laundering, theft, and forgeries of Cannon.

The record before the Honorable Clifton Newman is clear that SWB has continued these unconstitutional acts to cover up Hynie's wrongdoing, that of Cannon, and that of SWB's own lawyers.

Bauknight's slanderous false claims to the media and in the Wingate Suit, as well as in cases from which Buchanan and Pope have been excluded since 2013, make clear that -- for the benefit of Hynie and other SWB private clients -- SWB and Bauknight continue to take state action to deprive Defendant of her Due Process, FOIA, First Amendment and other civil rights.

Equally important is the fact that Hynie, with Bauknight and SWB acting for AG Wilson,

supported Bauknight's sworn statement that the \$4.7 million value was correct, that he had no knowledge of the current value when a proposal to sell the music empire for \$90 million had been under consideration for 2 years. Further Bauknight provided the music manager for Brown's Estate, to endorse the false claims of Hynie that termination rights were worth tens of million of dollars, and to work for Hynie's lawyers who were seeking to dismember the "I Feel Good" charity.

p. Slander on behalf of the AG & the Disappearance of Hynie & the Legacy Trust (2021- 23)

Over the last two years Bauknight has continuously acted "on behalf" of AG Wilson with no authority, and SWB continues to claim it acted legally for the State/AG from 2010 until at least 2019. Due Process and § 1983 do not condone such actions, especially where their mission is to sabotage a charity the AG has a duty to protect and slander and violate the civil rights of trustees who properly protected that charity against a bigamist, a thief, and a lawyer who joined in the fraud of the bigamist and thief to get a \$6+ million commission for baseless will contests.

Defendant craves reference to the undisputed public admissions of Plaintiffs and filings with the Honorable Clifton Newman since 2020 for a full recounting of how the current Circuit Court has been persuaded by the fraud of Hynie and the illegal, unauthorized state action of SWB and Bauknight. [See Exhibit 1] Only a few examples are listed below:

- a. Bauknight, while acting for the AG, slandered Defendant by claiming that the fee she sought was more than 9 times the actual \$2.1 million she actually sought.
- b. Hynie or someone on her behalf, made the same false claims to both the London and Augusta media.
- c. Bauknight made the false claim to *The New York Times* that Buchanan and Pope had improperly valued Brown's music empire at \$84 million, and the false claim that no "I Feel Good" scholarship could be paid until Defendant's claim was resolved.
- d. Bauknight made the claim with actual malice when he had knowledge that Pullman's \$11 million claim – 5 times the size of the claim of Defendant – was pending, and that

neither claim prevented the payment of “I Feel Good” Trust scholarship, which should have begun in 2012.

e. Bauknight made knowing false claims about a complex, confidential settlement offer to AG Wilson that would have started James Brown “I Feel Good” scholarships in 2018 of at least \$500,000 a year.

f. Bauknight and SWB, while acting for AG Wilson, have adopted and used for 12 years the improper, false career-threatening, slanderous mud slinging that Cannon, Hynie, Levenson, and Dallas used on each other before Governor McMaster brokered the 2008 settlement.

g. Bauknight and SWB have added to their improper state actions the use of Levenson – against the incarcerated (and now deceased) Venisha Brown – to aid Hynie in the coverup of her own fraud and the fraud and theft of Cannon in an effort to reinstate the 2008 settlement.

l. In 2021 Hynie posted false media claims that she was Brown’s widow and a London newspaper printed the slanderous false fee claim repeated by Bauknight to *The New York Times*, and by Gende to Judge Newman in the Sanctions Motion hearing.

q. SWB’s 2023 Revelation that SWB Defied the AG’s Disgorgement Direction (2023)

On April 18, 2023 the Gende Affidavit revealed that SWB is charging not only a 40% fee and costs to the Legacy Trust, which claims not to exist, its primary owner-successor Hynie, and others, but that its appeals “related to” the Wingate Suit, which date back a full decade, have been paid for by James Brown’s Estate at \$300 -- \$375 an hour despite the decision in *Wilson v. Dallas* and the clear, concealed opinion of AG Wilson on April 24, 2013 that SWB should return all amounts it was paid to James Brown’s Trust.

The extent of what is more than 500 pages of secret charges is not known, but it is known that SWB spent was more than \$30,000 -- apparently voluntarily paid from James Brown’s Estate by Bauknight – to cover up Hynie’s fraud which was being exposed by 12 Plaintiffs and James Brown’s DNA-proven children in other courts between 2016 and 2021.

This extraordinary revelation is just one of the many violations of § 1983 in which SWB and Bauknight, acting for the State/Attorney General Wilson have engaged since 2010, and in

which both continue to engage for the sole benefit of Hynie, the Legacy Trust, James and those aligned with them.

It is particularly egregious that the Due Process and First Amendment violations since 2020 have involved Levenson, who served some of his clients for some time, then abandoned all of them, including former minors and incarcerated Venisha Brown (now deceased), and continues to support the fraud of Hynie against the interest of his own former clients.

II. Strict Compliance of Defendants With Discovery Despite Preserved Objections

The above facts and undisputed records in the Wingate Suit show that Buchanan, Pope and their counsel fully complied with all discovery requests made by SWB/Bauknight on behalf of the State/AG McMaster and AG Wilson, even after 2016 when it became undisputed that McMaster never authorized the Wingate Suit, much less discovery, and that SWB had improperly answered interrogatories of AG McMaster without his knowledge, then had them verified by AG Wilson, who likewise had no knowledge of the contents.

In 2012 Defendant and her counsel made discovery available in the midst of the SWB/Bauknight frenzy on behalf of the State/AG to cover up the testimony of its own witness Dallas that Hynie was a bigamist and that Cannon and Dallas were seeking \$10 million from the \$100 million sale of what Hynie and Bauknight were claiming was a \$4.7 million music empire.

In 2017 AG Wilson and others, through SWB/Bauknight, ignored and concealed the sworn testimony of AG McMaster that he had not authorized the Wingate Suit, concealed the sworn testimony of AG Wilson that he knew nothing about the Legacy Trust or the Wingate Suit, then – under color of state law – failed to use the five (5) days during which Defendant and counsel Silvernail made more than 120 boxes and personal records available, copied nothing and did not

work with Defendant's counsel to prepare a privilege log.⁸

The private documents and the public record together show that since 2009, when Bauknight began taking State/AG action on behalf of AG McMaster, Defendant has spent an average of more than \$100,000 per year and 2,000 hours which could have been spent on other clients, for the following:

- a. With Buchanan, defending against effort of the AG to give Hynie and former Levenson clients about \$50 million (2009 – 2013);
- b. With Buchanan, preventing Plaintiff Terry Brown from helping his son Forlando cover up the theft, money laundering, forgery, fraud and mistreatment of James Brown in U.S. Dist. Ct. Case 3-08-cv-00014-WOB despite the support of SWB and Bauknight for Forlando's actions (2009 – 2016)
- c. Preventing illegal State/AG action of SWB, Bauknight and Legacy Trust to stop appeal and later reinstate 2008 Settlement for Hynie, Legacy Trust (2010-2015)
- d. Trying to persuade AG, Governor and others to undo fabricated \$4.7 million valuation of Brown's music empire and \$4 million value of the "I Feel Good" charity and to prevent Hynie/Levenson May 29, 2013 announced plan to ignore the Supreme Court and re-instate the 2008 settlement which gave Hynie and former Levenson clients about \$50 million. (2013 – June 10, 2015)
- e. Continuing to oppose State/AG action by SWB, Bauknight and the Legacy Trust to blame tens of millions of dollars of damage caused by Hynie, Bauknight and those aligned with Hynie on Buchanan and Pope, and to uncover the public documents concealed by SWB & Bauknight acting under color of state law since 2009 which show that James Brown left almost \$100 million (less the \$15 million Pullman Bond debt) to his "I Feel Good" charity, not \$4 million, and that the work of Buchanan/Pope to prevent giving half of that \$100 million to Hynie and former Levenson clients was both necessary and appropriate.

The documents which AG Wilson, through the State/AG action of SWB and Bauknight, refused to copy and designate as confidential in 2017, along with public records, show:

⁸ See Order of Jg. Early dtd. 3/7/17; deposition of AG Wilson, Case 1337; deposition of Governor McMaster, Case 1337; and Ltr. of Silvernail, Exhibit E. At the time of the failure to copy discovery documents produced by Defendant, SWB/Bauknight, acting under color of state law for AG Wilson, were also concealing the sworn testimony of seven of the joint experts designated by Hynie, the Legacy Trust, and AG Wilson.

a. Defendant and her carriers have spent more than \$2.5 million defending against the tens of millions of dollars spent by SWB/Bauknight to justify the claimed \$4.7 million value; advance the false felony claim against Buchanan and Pope; and make Hynie appear to be Brown's spouse, while acting under color of state law since 2009, depleting Defendant's liability insurance to less than \$25,000.

b. Defendant's gifts and transfers to other charities and family members during the same period have been less than amounts spent to save \$50 million for Brown's "I Feel Good" charity, and defend against the fraudulent claims of Hynie, the Legacy Trust, Levenson, and SWB and Bauknight purporting to act for the State/AG.

III. SWB's Bad Faith State/AG Action to Justify Hynie's Claim and the False Felony Claim

The April SWB revelation and the AG's 2020 FOIA disclosures confirm that SWB's and Bauknight's unauthorized State/AG action in the Wingate Suit has been the central focal point for SWB and Bauknight to use tens of millions of dollars devised to James Brown's charity and the power and authority of AG Alan Wilson to advance Hynie's false felony claim against Buchanan and Pope and conceal the fabricated, "bogus" \$4.7 million valuation in discovery in the Wingate Suit and in no fewer than three FOIA suits the State/AG, through SWB and Bauknight, tried to consolidate with the Wingate Suit.

As set out above, and in the undisputed record, Hynie's massive devaluation of Brown's music empire was proposed in 2009, at the same time Bauknight began paying 12 Legacy Trust attorneys \$375 - \$500 an hour, and himself \$350 an hour for litigation. The month Hynie proposed what would be the \$79 million devaluation of Brown's music empire to the false claimed \$4.7 million, Bauknight's \$500-an-hour Legacy Trust attorney told Judge Early that no lawyers for the Legacy Trust would be paid until the *Wilson v. Dallas* appeal was over, and the AG and settling parties won.

By 2010, acting under color of state law for the State/AG, Hynie, Bauknight and SWB began accusing Buchanan and Pope of the federal felony of overstating the value of Brown's assets by \$79 million to get a \$2.1 million commission for Buchanan and a \$2.8 million commission for

Pope. They simultaneously began to conceal in Wingate Suit discovery the fabricated \$79 million devaluation to \$4.7 million produced by Bauknight and Afterman.

In 2011 Bauknight paid \$300,000 to Legacy Trust FOIA attorneys to prevent release of the fabricated \$4.7 million valuation and the Legacy Trust amendment allowing Terry to begin due diligence to purchase the music empire. At the same time SWB and Bauknight, acting for AG Wilson without his knowledge, spent \$300 - \$375 an hour dismissing in the name of the AG the first appeal.

By 2016 Bauknight and the Legacy Trust were still falsely accusing Buchanan and Pope of the federal felony, still concealing the fabricated \$4.7 valuation; and paying SWB \$300 - \$375 and/or Bauknight's \$375 - \$500 an hour lawyers to disrupt three FOIA appeals to stop release of Hynie's bigamy admissions and the claimed \$4.7 million which was the only support for the false felony claim. They also suppressed Governor McMaster's sworn statement that he knew nothing about the serious false felony claim or Bauknight's \$79 million devaluation.

Between 2017 and 2023 SWB/Bauknight continued to conceal the fabricated \$4.7 million and to advance, in the name of, and on behalf of, the State/AG Wilson, the false felony claim against Buchanan and Pope, inducing multiple courts to deprive Defendant, certain former Levenson clients, and others of First Amendment, Due Process, FOIA and other civil rights, at a charge of \$300 - \$500 an hour.

These charges were concealed by SWB lawyers and Bauknight from multiple courts and in discovery, until AG Wilson released the April 24, 2013 letter and Bauknight's public fee schedule in 2020 and SWB revealed in April 2023 more than 500 pages of charges at \$300 - \$375 an hour for bad faith disruption of appeals "related to" the Wingate Suit.

This motion, like all of the state action by SWB and Bauknight since 2009 to advance

Hynie's false spousal, valuation, and termination rights claims while concealing public documents to damage Buchanan and Pope, is both illegal and made with malice and in bad faith on behalf of the State/AG.

Conclusion

The motion to compel discovery should be denied because Defendant has complied with discovery; Plaintiffs have not complied with Rule 11; and the motion was made by SWB and Bauknight under color of state law, but without authority, to advance the fraud and false valuation, termination and spousal claims of Plaintiff Hynie and the Legacy Trust. The motion was made in bad faith, with malice, and with actual knowledge that the actions of SWB/Bauknight on behalf of AG Wilson since April 24, 2013 have been without authority and a violation of the Due Process, First Amendment and other civil rights of Defendant and other under color of state law and in violation of §1983.

Respectfully submitted,

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Counsel for Defendant Adele J. Pope

August 2, 2023

STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

Aug 04 2023

SC Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
The Honorable Clifton B. Newman, Circuit Court Judge

Case No. 2010-CP-40-4900

RUSSELL L. BAUKNIGHT, as Trustee of The James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf of Alan Wilson, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James B.; Daryl J. Brown, individually and on behalf of his minor child, Janise B.; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor child Sydney L. And Carrington L.; Tonya Brown; Venisha Brown; Larry Brown; and Terry Brown

And

Tommie Rae Brown, individually and on behalf of her minor child, James B.; Daryl J. Brown, individually and on behalf of his minor child Janise B.; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor child Sydney L. and Carrington L.; Tonya Brown; Venisha Brown; Larry Brown; and Terry Brown, Plaintiffs,

Of whom RUSSELL L. BAUKNIGHT, as Trustee of The James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf of Alan Wilson, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James B. II; Daryl J. Brown, individually and on behalf of his minor child, Janise B.; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor child Sydney L. And Carrington L.; Tonya Brown; Venisha Brown; Larry Brown; and Terry Brown

And

Tommie Rae Brown, individually and on behalf of her minor child, James B. II; Daryl J. Brown, individually and on behalf of his minor child Janise B.; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis;

Yamma N. Brown, individually and on behalf of her minor child Sydney L. and Carrington L.; Tonya Brown; Venisha Brown; Larry Brown; and Terry Brown, are Respondents.

v.

Adele J. Pope, Appellant.

NOTICE OF APPEAL

Adele J. Pope appeals the following Orders issued in this action:

1. Order of the Honorable Clifton B. Newman Denying Defendant's May 17, 2023 Motion to Alter or Amend, dated July 18, 2023 and attached as Exhibit A. Appellant received written notice of the entry of this Order on July 18, 2023.
2. Order of the Honorable Clifton B. Newman Denying Defendant's Motion to Lift Stay and Granting Plaintiffs' Motion for Sanctions, dated May 8, 2023 and attached as Exhibit B. Appellant received written notice of the entry of this Order on May 8, 2023.

Respectfully submitted,

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August 4, 2023

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Counsel for Respondents

1	State of South Carolina)	In the Court
2	County of Richland)	Of Common Pleas
3	Docket No. 2010CP4004900		
4			
5			
6	Russel Bauknight, et al,)	
7	Plaintiff,)	
8	vs.	)	Transcript of Record
9)	
10	Adele Pope,)	
11	Defendant.)	
12	November 14, 2017		
13	Aiken, South Carolina		
14			
15	<u>B E F O R E:</u>		
16	The Honorable Doyet A. Early III, Judge.		
17			
18	<u>A P P E A R A N C E S:</u>		
19	Everett A. Kendall, II, Esquire		
20	Attorney for the Plaintiff		
21	Adam Silvernail, Esquire		
22	Attorney for the Defendant		
23			
24	Brenda J. Sigwald, Circuit Court Reporter		
25	To The Honorable Doyet A. Early III		
	P.O. Box 206, Jackson, South Carolina 29831		

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(REPORTER'S NOTE: There were no exhibits entered during this hearing.)

1 THE COURT: I believe we have a motion to lift the
2 stay. 15 minutes a side.

3 MR. SILVERNAIL: Good afternoon, Your Honor. Adam
4 Silvernail on behalf of Adele Pope. We filed a motion to
5 lift the stay along with an affidavit and a reply to the
6 return filed by the plaintiffs in the case. The basis of
7 the motion is primarily that this is a nearly
8 eight-year-old case now and there are still a number of un
9 deposed folks: Witnesses, experts, even some parties.

10 And our concern is that the stay imposed throughout
11 the appeal -- just as a refresher, this appeal stems from
12 Your Honor's order dropping the attorney general as a party
13 to this case.

14 And I do want to note that the attorney general, I
15 believe, wrote Your Honor yesterday afternoon and indicated
16 that he believed he wasn't in the case and wouldn't be
17 appearing. We believe that the operation of the stay that
18 is currently in place, actually means he is still in the
19 case, but we've appeared and they didn't, so...

20 And they haven't filed anything opposing the
21 lifting of the stay. But the concerns on the stay are
22 primarily that the witnesses in the case are all now more
23 than seven years removed from the facts behind it. A
24 number of them are older and/or ill. Ms. Pope, herself,
25 although I hate to announce this in open court, is 73. If

1 she didn't look so good, I'd really hate to announce it.

2 But she --

3 THE COURT: Well, to make Ms. Pope feel good, I'll
4 be 70 in January. We were in law school together.

5 MS. POPE: Well, to make me feel worse, I am 74 not
6 73.

7 MR. SILVERNAIL: As Your Honor is aware, the record
8 in the case is voluminous. There have been affidavits and
9 testimony from a number of folks. The trial of this case
10 is still sometime off in the future, although we believe
11 it's close to ready for trial when we complete discovery.
12 But our concern is the stay of this case for what could be
13 a period of years during the pendency of the appeal of the
14 attorney general's getting out of the case leaves us at the
15 risk that some testimony will never be preserved.

16 Ms. Pope, the defendant, and counterclaim plaintiff
17 in the case has not been deposed and we have the potential
18 of reaching a trial and having lost valuable evidence that
19 can't be reconstituted and that would be irreparably
20 harmful to Ms. Pope.

21 Additionally, as Your Honor I am sure by now is
22 aware, this case has for more than seven years prevented
23 Ms. Pope from obtaining malpractice insurance and has
24 affected her career fundamentally. And having this case
25 stayed during this period without being able to move

1 forward and complete discovery leaves her indefinitely
2 stuck in that position in a case she did not bring. And so
3 we would rely on our filings, but I submit to the Court
4 that the stay should be lifted so that discovery and other
5 matters may proceed and the attorney general may take
6 whatever part he takes. He's still, today, a party to the
7 case.

8 I'll reserve a few minutes for reply.

9 THE COURT: Thank you.

10 MR. SILVERNAIL: Thank you.

11 MR. KENDALL: Your Honor, Rett Kendall on behalf of
12 plaintiffs in the case. I want to first just correct a
13 statement that was made regarding the scope of the appeals
14 in this case. It involves four or five orders now that are
15 under appeal, a couple of which involve the AG. But the
16 others involve matters such as the order denying motion to
17 disqualify the law firm as counsel of record, the motion
18 that lifted the order -- the order that lifted the stay,
19 again, on the -- I mean, excuse me, the order that lifted
20 default as to these defendants. And those were
21 conveniently left out of this discussion as they have been
22 left out of the brief as well.

23 The brief that was submitted, the motion that was
24 submitted on behalf of the -- Ms. Pope in the case, signed
25 by unapplied counsel, contained no statement of the

1 standard of the law to be applied or any of the factors
2 that this Court should consider under Rule 24, or 241(c).
3 Those factors are where the Court's jurisdiction could
4 become -- could lose jurisdiction by the passage of time or
5 the issues could become moot as a result of the --
6 oftentimes it involves wasting an asset that might occur or
7 loss of something that is the substance, it's often in
8 round type cases where that becomes an issue.
9 Unfortunately, there's not a lot of jurisprudence that we
10 can cite.

11 Unfortunately, the plaintiff -- excuse me, Pope's
12 counsel has cited none of those and instead chose in this
13 case to point to -- to make allegations that are
14 reprehensible and should be sanctioned by this Court. The
15 -- not in a positive way. But -- but, Your Honor, we
16 pointed out in our response that in the -- that the fact
17 that there is no legal analysis given to the merits of a
18 motion to lift stay.

19 In the original motion, the rule is not even cited
20 in that motion. And instead what happens is pages of
21 accusations made against the attorney general, the personal
22 representative of the estate, counsel of record, attorneys
23 who are not counsel of record, and against members of the
24 general public are made by plaintiff's -- by Ms. Pope's
25 counsel that result in allegations of tax fraud, fraud

1 against the United States copyright office, fraud on the
2 Supreme Court, fraud on this Court, abuse of process and
3 abuse of office, the sitting attorney general and the
4 sitting governor of this state are being accused by
5 plaintiff -- by Ms. Pope's counsel of heinous acts without
6 a single citation to the record. But without that, or in
7 that context -- that -- it's completely irrelevant to the
8 issue that is before the Court.

9 Now, one asks, why has that happened. Why is it
10 that counsel has now put his signature below these
11 accusations. Two things come to mind. One is to
12 circumvent this Court's order, which prohibited Ms. Pope
13 from submitting affidavits not under seal. And just to
14 further stick their finger in the face of the Court, they
15 then filed an affidavit of Ms. Pope in contravention of
16 your order that required any affidavit by her to be filed
17 under seal. That's one of the things that's happened in
18 this motion.

19 The second in their motion is we see that they have
20 thwarted, they are thumbing their nose at the South
21 Carolina Supreme Court's prohibition to Ms. Pope to not
22 involve herself in matters of administration of this
23 estate. And the fact that these allegations are being
24 levied against people -- against people including the
25 representative who this Court appointed without any purpose

1 in doing it except to frustrate the administration of this
2 estate.

3 And so what we see here is a pattern that
4 discarded, in this case, years ago, which has required us
5 to file multiple motions to strike because of this
6 scurrilous and scandalous nature of these allegations and
7 has resulted in Your Honor issuing an order on one of those
8 requiring that motions be filed under seal. We see that
9 same pattern has taken place in 1337, where she -- where
10 the testimony, and we've included that in the records,
11 includes multiple allegations against the attorney general,
12 against the personal representative, against, again,
13 lawyers who are not counsel of record in that case or this
14 case, particularly Mr. Bell and Mr. Levinson and has
15 resulted in -- and even went so far as to question whether
16 or not this Court had been honest to the Supreme Court.

17 All of these allegations -- this pattern of
18 behavior has to stop, Your Honor. And we -- I have never
19 in my career had to file a memorandum with making the
20 statements I've had to make here, but we have sought at
21 every turn to stop this mess. And what happens is that
22 this thing's become a web that gets cited again. For
23 example, in the mem -- in the reply memorandum, there are
24 references to previous affidavits filed by Ms. Pope. Which
25 the same scandalous allegations are made. And it becomes a

1 bootstrapping where one affidavit refers to another
2 affidavit, refers to another affidavit, none of which ever
3 actually has support and none of which are germane to any
4 issue in the litigation.

5 This lawsuit, Your Honor, I remind you, is about
6 acts that occurred during the period of time when Ms. Pope
7 was the PR/Administrator of this estate and trust. It has
8 nothing to do with allegations of what has occurred since
9 then, but if you read the documents and the allegations and
10 the affidavits, they relate almost entirely, particularly
11 the fraud of the Supreme Court and the fraud on the
12 copyright office and the fraud on the tax -- the IRS, all
13 relate to actions which may or may not have occurred at
14 some point subsequent.

15 But these are allegations that undermine the
16 confidence that the public would have in our judicial
17 system. When an attorney can come in and make those kinds
18 of allegations immaterial to the case before them,
19 immaterial to the motions that are -- this current motion,
20 the appeals in this case, involve whether or not the
21 attorney general should have been dismissed as a party.
22 Well, that's a question of whether or not they had legal
23 standing and whether or not they have the right to withdraw
24 themselves. That's all that's about.

25 The question of whether or not this law firm should

1 be represented, their -- what Mr. Bell or Mr. Levinson may
2 have done, what the attorney general may have done with the
3 copyright office is immaterial to that question. And
4 whether or not Your Honor's order -- or I guess it was
5 perhaps Judge Manning's order that lifted the default in
6 the case, again, nothing to do with the kinds of
7 allegations that are made in this complaint.

8 So, Your Honor, we've come here today, first of
9 all, to contest the motion to lift stay. This case needs
10 to -- they chose to appeal this stuff. They chose to take
11 it to Court of Appeals. They've done that twice. So we
12 need to proceed with that. One of those questions, Your
13 Honor, could undermine and void anything else we do in this
14 case and that's the motion, the order to disqualify this
15 law firm.

16 If that is overturned by Court of Appeals and if
17 your -- and if that comes back and we're disqualified, then
18 anything we have done in the interim will be void. So
19 lifting the stay in the case is not helpful. Prejudice or
20 concerns about this is not a factor to consider -- it
21 should not be considered by any court on this thing.

22 But the second reason we're here today and the
23 reason why I speak at length and I'm just about to wrap up;
24 is to plead with Your Honor. We have to stop this kind of
25 accusation, this kind of assault on the character of our

1 public officials, of our public institutions, and the
2 individuals that this Court had appointed to represent this
3 estate. We can deal with the substance of this case
4 without this kind of stuff and if they -- there is another
5 forum and another day when that should be dealt with.

6 This is not the way to do it. There is a proper
7 way. Let's get to that. But, Your Honor, I'm -- we're
8 pleading with you to stop this. Strike the motion and if
9 necessary, if you feel like it's been offensive enough to
10 the Court's instructions and the propriety of the Court,
11 striking the answer is not inappropriate at this time.

12 Thank you, Your Honor.

13 MR. SILVERNAIL: Your Honor, as to the last bit of
14 relief sought by the plaintiffs here, they've requested in
15 a memorandum, if I remember right, near the end of the day
16 on Friday some very extreme sanctions. They haven't filed
17 a motion, we haven't gotten notice of those. We're here on
18 this issue about lifting the stay and I would submit to the
19 Court that they haven't put before the Court the issue of
20 whatever sanctions it is that they seek. And certainly I
21 would not agree at all that those were in the realm of
22 reasonable in this situation.

23 What I would say is there are a lot of complaints
24 about affidavits and I believe Mr. Kendall's words were
25 with nothing to support them. Cases are tried a lot on

1 testimony. Affidavits are testimony. I'm not aware of any
2 rule that says to file an affidavit, you must be able to
3 attach a third party piece of information to back up your
4 own knowledge.

5 And as to the complaints about the nature of the
6 facts in this case, some of them are rather scandalous.
7 This case has been rather scandalous and the allegations in
8 the complaint are scandalous. I -- we would have liked
9 very much for this not to be a scandal that took place.
10 It's cost Ms. Pope dearly. But, you know, the fact that
11 they don't care for the facts as stated doesn't change my
12 client's right to present the facts as we see them and
13 we've done so.

14 And all of this about other lawyers, other parties,
15 the counterclaims in this case relate to the motivation
16 behind bringing it. The things that have happened after
17 the bringing of this case matter to that because they bear
18 out our arguments about the motivation of the plaintiffs in
19 bringing this case. The history, the lawyers involved,
20 this is somewhat unusual litigation because it is in some
21 ways litigation about litigation. And we don't have a lot
22 of that, but that's what it is.

23 I mean, Your Honor sat up there for three days, I
24 believe, in September hearing mostly testimony about 10
25 years worth of litigation.

1 And so the facts are what they are and we have the
2 right to present those to the Court and I'm just a little
3 startled by the idea that the plaintiffs expect help from
4 the Court in keeping one side from telling their side of
5 the story. The end of the day, the fact finder is going
6 the find which side is right. But I don't believe that one
7 side can be prevented from telling the facts as they see
8 them. And we've got those issues to put up for trial when
9 we get the opportunity to do that.

10 And so, you know, the additional orders that are up
11 on appeal, I think that's kind of a red herring here.
12 There is no order up on appeal related to Sweeney, Wingate
13 and Barrett, representation. The motion to disqualify and
14 enjoin them from representing the attorney general was
15 filed over 6 years ago and took quite a while to get a
16 hearing on and took quite a while to get a decision on, was
17 subject to a 59(e) motion thereafter and was a non-final
18 order that, of course, everybody in this case would have
19 known would go up as -- interlocutory order rather, that
20 was going to go up when the first appealable order went up
21 as the rules provide we do.

22 And so the appeal of that order doesn't change
23 anybody's position here. Frankly, I'm not aware of any
24 rule or law that says if counsel is disqualified that
25 everything they've ever filed is somehow void. I believe

1 that is a prospective finding. And so to the extent that
2 it frustrates the plaintiffs in figuring out how to deal
3 with having the counsel they have on the arrangement they
4 have, that's something that they've been aware was an issue
5 for years and they haven't made any changes that I'm aware
6 of and I presume that they wouldn't at this point. And so
7 I don't see how that affects this case going forward.

8 At the bottom line, that has always been an open
9 issue since the filing of that motion in May of 2011. And
10 so the appeal here just means we might actually get an
11 answer to it in the next few years. And the same as to the
12 default. That motion followed a similar lengthy life and
13 is now up on appeal. The finding of -- finding that
14 somebody won't be let out of default is appealable
15 immediately, but finding that they will be is not. And so
16 that, like the other order had to go up when there was an
17 appealable order for plenary review.

18 And so I would submit that nothing in their
19 argument affects the fact that this case is somewhat
20 extraordinary. Seven years is a long time for a circuit
21 court case to go on without a final outcome of any sort.
22 And this case, we do run the risk there is irreparable harm
23 here. If we are trying this case in another five years, I
24 don't know that the judge or the jury in front of it is
25 going to be able to get the facts of this case because we

1 don't know who will be here, what they will remember.

2 Now Governor McMaster, when he was deposed over a
3 year ago, claims generally very dim memories about
4 everything that had to do with this because it was already
5 7 years or so in the rearview mirror. And so, you know, we
6 stand the chance of more witnesses knowing less or being
7 unavailable. We've cited in our motion that folks like Jim
8 Bailey, who did a lot of work in this Court in the original
9 rounds of litigation, he is retired, he is ill, he is out
10 of state.

11 There are other folks who are currently or could
12 any time be suffering that same situation and we believe
13 that this Court should lift the stay so that this case can
14 proceed while the issue of the attorney general's
15 participation stands before Court of Appeals.

16 THE COURT: Thank you.

17 All right. I'll get a ruling out shortly. Thank
18 you y'all.

19 MR. KENDALL: Thank you, Your Honor.

20 MR. SILVERNAIL: Thank you.

21 * * * * * END OF TRANSCRIPT * * * * *

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State of South Carolina)
County of Aiken) **Certificate of Reporter**

I, Brenda J. Sigwald, Official Court Reporter for the Second Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas in and for the State of South Carolina on the 14th day of November, 2017.

I FURTHER CERTIFY that I am neither kin, counsel, nor of interest to any party hereto.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Aiken County, this 20th day of December, 2017.

Brenda J. Sigwald,
Court Reporter and Notary Public
For the State of South Carolina
My commission expires
January 4, 2020

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STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) COURT OF COMMON PLEAS NONJURY

RUSSELL L. BAUKNIGHT, AND OTHERS) TRANSCRIPT
AND) OF
ALAN WILSON AND OTHERS,) RECORD
PLAINTIFFS,)
vs.) 2010-CP-40-4900
ADELE J. POPE,)
DEFENDANT.)

February 7th, 2019

B E F O R E :

THE HONORABLE DOYET A. EARLY, III, Judge.

A P P E A R A N C E S :

KENNETH B. WINGATE
ESQ.
Attorney for the Plaintiffs

ADAM T. SILVERNAIL
ESQ.
Attorney for the Defendant

Transcribed by Pamela E. Green, from
Retired Court Reporter, Brenda Sigwald

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I N D E X

(WHEREUPON, there were no exhibits marked or testimony taken during this hearing.)

1 PROCEEDINGS

2
3 THE COURT: All right. Mr. Silvernail.

4 MR. SILVERNAIL: Your Honor, we -- we're here today on
5 a motion to lift the stay pending -- the automatic stay
6 pending the appeal in Case 4900. I hope you'll bear with
7 me. I've got a little cough.

8 THE COURT: Certainly.

9 MR. SILVERNAIL: Always here at an inopportune time.

10 There are several basis listed in our motion for
11 lifting the stay in this case. The first and easiest to
12 digest is the, the plaintiff, Vanisha Brown, died last
13 September and, and needs to be -- a recurrent state's
14 interest needs to be sorted out in this matter.

15 There is a parallel proceeding going on in the Probate
16 Court that's not yet resulted in the appointment of a
17 personal representative and, and doesn't appear that it will
18 anytime in the next several weeks. I -- there's a kind---

19 THE COURT: well, has it, has it been filed in this
20 Probate Court?

21 MR. SILVERNAIL: Yes, Your Honor.

22 I -- Deanna Brown, Vanisha's sister, has petitioned the
23 Court for appointment and Ms. Pope and some other creditors
24 have filed responses to that action. And so the resolution
25 date for that at this point is unknown.

1 But, in this case, it's important because Vanisha was
2 subject to Ms. Pope's counterclaims which are now -- are --
3 Your Honor's summary judgment order on those is now up on
4 appeal and Vanisha had, or someone on her behalf, had
5 terminated a number of copyrights prior to her death or
6 notice of the termination. Those will be coming effective.

7 It appears that there will be substantial assets that
8 will pass through her estate and there's at least one very
9 substantial judgment creditor from a tort action prior to
10 her death that I believe is a couple of million dollars
11 so -- that's been brought over from Georgia.

12 And so the same applies to several plaintiffs in a
13 different way though. A number of them have noticed
14 termination of copyrights. That process is going on sort of
15 outside of this Court with a number of non South Carolina
16 residents, some non United States residents, and the stay
17 needs to be lifted so that Ms. Pope's interests in her
18 counterclaims can be protected in the event that that order
19 is reversed and those are returned to this Court or to the
20 Richland County Court.

21 And so we also---

22 THE COURT: well, how will lifting the stay affect
23 those copyright?

24 MR. SILVERNAIL: well, we need to get something done in
25 this case to get the right party in for Vanisha since we

1 currently have a, a deceased plaintiff that---

2 THE COURT: well, I understand on that. But I'm
3 talking about the copyright law -- rights.

4 MR. SILVERNAIL: The stay needs to be lifted so that
5 Ms. Pope has the opportunity, and this Court, to take action
6 to -- when I say this Court, I mean Richland -- to take
7 action to protect the interest in this money or proceeds or
8 property that's currently flowing into and out of all these
9 people totally outside of this Court.

10 THE COURT: Are these people you're mentioning, are
11 they parties so the litigation in 4900?

12 MR. SILVERNAIL: They are plaintiffs and counterclaim
13 defendants, Your Honor.

14 THE COURT: Okay. Thank you.

15 MR. SILVERNAIL: We've also stated, as a basis for
16 lifting the stay, getting an accounting from the Estate of
17 James Brown, which is a plaintiff and counterclaim defendant
18 in this case, which, as far as we can tell, has not
19 accounted beyond the end of 2016.

20 And, again, there are -- there's some Federal Court
21 litigation that's going on that Ms. Pope is not a party to
22 or involved in where several of the plaintiffs are actually
23 on opposite sides of the beef from one another litigating
24 interests in copyrights and status as family members and
25 some other issues. But that case has shown that there's a

1 lot of or there are a lot of transactions going on related
2 to the termination rights that are totally outside this
3 court that nobody's got any notice or real knowledge of
4 other than what gets filed in another court.

5 And so we need an opportunity to get an accounting for
6 the estate. They've made the allegation in that case the,
7 the estate has spent tens of millions of dollars in
8 litigation costs. We don't know what is being done with any
9 of those assets and the accountings that have been on file
10 up through 2016 are kind of unclear. They just show a
11 number of large transfers from an entity that isn't
12 accounted for.

13 We've also asked to lift the stay to appoint an
14 independent guardian ad litem for the minor plaintiff, James
15 B., who's relocated to London at this point as far as we
16 know and to enjoin transfer of assets, that goes back to
17 partly the termination rights, so that Ms. Pope will not
18 succeed in her counterclaims at a later date only to find
19 that every plaintiff or a number of plaintiffs have already
20 had property pass into and out of their hands mooting her
21 ability to recover on those claims.

22 Excuse me.

23 And we've also had a long pending motion to have
24 Verlando, also known as William Brown, as a party in this
25 case based on documents from several years ago showing that

1 plaintiff, Terry Brown, had transferred his interest in
2 James Brown's Estate and assets to his son, Verlando. And
3 that could be done as part of the straightening out the
4 parties issue that we've already addressed.

5 I apologize, Your Honor. I keep feeling like I'm gonna
6 sneeze and then it doesn't come.

7 THE COURT: You're, you're fine. Whatever you need.

8 MR. SILVERNAIL: All right. We've sought to free
9 three-tenths of the 2000 Trust based on -- apologize.

10 THE COURT: No problem.

11 You need a break?

12 MR. SILVERNAIL: Your Honor, if we could take about two
13 minutes?

14 THE COURT: Sure. Yes, sir.

15 MR. SILVERNAIL: Let me run around the corner to the
16 men's room.

17 THE COURT: Certainly.

18 MR. SILVERNAIL: Be right back.

19 (WHEREUPON, a short recess was taken at this time.)

20 THE COURT: All right. Mr. Silvernail.

21 MR. SILVERNAIL: Thank you for the court's indulgence,
22 Your Honor.

23 THE COURT: Certainly.

24 MR. SILVERNAIL: Another basis we've set out for
25 lifting the stay is to figure out who the successors to the

1 James Brown Legacy Trust are. That's another plaintiff and
2 counterclaim defendant which has taken a position now that
3 it does not exist in another case that Your Honor is, is
4 heard before. That's on appeal now as well including the
5 issue of whether or not nonexistence can remove it from
6 litigation. But if it does not, in fact, exist, Your Honor,
7 we need to know who needs to be put in its place since it
8 brought this suit against Ms. Pope and she's counterclaimed
9 against it.

10 And so, for all these reasons, and the others set out
11 in our motion, in our memoranda, we believe the stay needs
12 to be lifted to protect Ms. Pope's interest in her
13 counterclaims, to correct the parties to ensure that assets
14 are not passing into and out of these party's possession
15 many of whom are, other than this case, outside the
16 jurisdiction of the South Carolina Courts. But bearing in
17 mind, of course, that the plaintiffs brought this case in
18 South Carolina and have subjected themselves to the
19 jurisdiction of this Court. And just anticipating, since I
20 know Your Honor said we just got 20 minutes a side, the
21 response from the plaintiffs in their---

22 THE COURT: I'll let you respond to whatever they say.

23 MR. SILVERNAIL: All right.

24 THE COURT: Is that fair enough?

25 MR. SILVERNAIL: Then I'll have a seat.

1 THE COURT: Mr. Wingate.

2 MR. WINGATE: Your Honor, Ken Wingate for the
3 plaintiffs.

4 May it please the Court.

5 As you have heard and spoke through counsel is seeking
6 the lift of this stay, which is the second time around for
7 this Court, as you know, what's set forth in Rule 241, as
8 you noted previously in your order of December of 2017, is
9 that the general rule, the automatic stay, is only lifted
10 under C-2 if there's a determination that there would be --
11 that such a lifting of the stay is necessary to preserve the
12 jurisdiction of the appeal or to prevent a contested issue
13 from becoming moot. And you found in your prior order that
14 no reasons were given, no bases were stated.

15 what we now see in this second bite at the apple, Your
16 Honor, is an assertion by Ms. Pope of 16 specific things.
17 Mr. Silvernail, Silvernail listed a few of the "limited
18 actions" that are being requested of this Court to do if the
19 stay is lifted, which include beyond substituting the estate
20 of Vanisha Brown as a party, to appoint a receiver and
21 marshal -- secure assets of Vanisha, a so called limited
22 action, to enjoin the transfer of assets by Vanisha, to
23 enjoin the transfer of assets of Tommy Rae Brown, to appoint
24 an independent GAL for the plaintiff minor James B., to
25 enjoin transfer of assets of James B., to enjoin the

1 transfer of assets of Tonya, as Mr. Silvernail, Silvernail
2 already stated, to add Verlando as a party to this action,
3 which is 4900, and it goes on.

4 Require the accounting to poll former plaintiffs as to
5 representation, to freeze assets of the -- what is called
6 here plaintiff 2000 Trust that has been "shifted to
7 Bauknight," to determine successors in interest to the
8 plaintiff and counterclaim Defendant James Brown Legacy
9 Trust, which doesn't exist under the law at this time, to
10 enjoin the estate, to take additional action against the
11 over 900 items that are the subject of the copyrights and
12 the termination rights that have been discussed, and to take
13 additional actions.

14 Your Honor, this goes so far beyond the pale of a
15 limited action that would do anything to preserve this
16 Court's jurisdiction or to decide anything from being
17 rendered moot in connection with the plaintiff's claims
18 against Ms. Pope.

19 what this is really all about is transparent on a
20 simple reading of their own motion. It says that only this
21 case, only Richland 4900, this is their words, provides an
22 opportunity for Ms. Pope to address false claims, to restore
23 her reputation, to be compensated for the interference with
24 the contract she had with the plaintiff estate and the 2000
25 Trust, and to be compensated for years of damage to the

1 career path and reputation, and concludes with a statement
2 that unless this Court lifts the stay and allows her to
3 intervene with the appointments of these receivers and these
4 other enjoinders, and changing parties and adding parties,
5 that there will be no other source for the millions of
6 dollars in distribution of funds that may be needed to fund
7 her recovery if she's able, on the appeal, to reverse the
8 dismissal of her counterclaims and then prevail at trial
9 with respect to those counterclaims.

10 So, as Your Honor has already ordered once in this same
11 case on these same issues, but now involving a total of 30
12 different orders that are on appeal that are far ranging
13 from discovery orders to various other, and you're
14 familiar---

15 THE COURT: Thirty---

16 MR. WINGATE: ---and you're---

17 THE COURT: Thirty on what -- what 30 orders are on
18 appeal?

19 MR. WINGATE: One of the appellate cases, 2017-001899
20 is Appellate Case Number 2018-002229, which involves 25
21 orders, and they're specifically listed here in, in their
22 filing, and then this other one, Appellate Case Number
23 2017-001899, which involves five orders which are
24 specifically delineated in their filing.

25 THE COURT: what, what document are you looking at?

1 MR. WINGATE: The, the notice of appeal that was filed
2 on September 12th, 2017.

3 THE COURT: You got a copy of that?

4 MR. WINGATE: I've got the one with my markings.

5 Do we have an extra copy of that one?

6 THE COURT: You can just email it to me.

7 MR. WINGATE: We can email it to you?

8 we can do that. You're welcome to have these. But
9 they have my notes and all---

10 THE COURT: I don't---

11 MR. WINGATE: ---my writing and arguments.

12 THE COURT: I don't want your notes.

13 MR. WINGATE: But my point in that, Your Honor, is that
14 of these many orders that are now on appeal, as you've
15 already identified in your December, 2017 order, those are
16 far ranging matters that go far beyond the limited scope of
17 what 241(c)(2) is intended to address.

18 So, with respect to that, Your Honor, we would
19 respectfully request that her motion to lift the stay be
20 denied as not necessary and we have pending, Your Honor, and
21 request that you would grant our motion to strike with
22 respect to these.

23 This has been a long time coming. But the repetition
24 of the irrelevant, I will say scandalous, and cumulative
25 information that is in these filings that continues to roll

1 up all of these factual allegations under the heading of
2 facts that are being asserted are improper and are
3 violative, Your Honor, of the Supreme Court's order that
4 directed Ms. Pope not to become involved in the
5 administration of the estate or trust. And that is the end
6 game that is exactly in view with the filing of this motion
7 on their part to lift the stay, to do the 16 things that I
8 just addressed and were laid out in their filing, the
9 supplemental filing, and we would respectfully request that
10 you not only deny those motions to lift but that you also
11 grant our motion to strike.

12 THE COURT: Well, what's your position on substituting
13 the PR for Ms. Brown -- for Vanisha Brown?

14 MR. WINGATE: Certainly when an, when an appointed PR
15 is finalized by the -- whoever's doing that, I guess it's
16 the Aiken County Probate Court, then absolutely there should
17 be a substitution of the party. That is something of which
18 this Court can take judicial notice. That doesn't require a
19 lifting of the stay. That's an administrative matter in the
20 captioning of the case and, therefore, is not necessary for
21 the estate in order to accomplish.

22 THE COURT: Thank you.

23 Mr. Silvernail, response?

24 Do you know who -- who's petitioning the Probate Court
25 to be appointed PR?

1 MR. SILVERNAIL: I, I believe -- okay. Deanna
2 Brown-Thomas has petitioned the Court and I understand from
3 my client that Mr. Louis Levinson has also petitioned the
4 Court for appointment and Ms. Pope has answered that putting
5 Deanna Brown Thomas, excuse me, petition seeking
6 appointment.

7 THE COURT: What is Ms. Pope's position?
8 I mean what is -- is she a, a creditor?

9 MR. SILVERNAIL: Yes, Your Honor. In the event she
10 prevails on these counterclaims, you have to pursue a claim
11 against an estate within the allotted time or you can't
12 recover from that. So, she's followed that procedure.

13 THE COURT: Thank you.
14 Go ahead.

15 MR. SILVERNAIL: Now, as to their motions to strike,
16 I'll be real brief. They based those primarily on the order
17 from 2015 from the Supreme Court which they've quoted in
18 their motions and I just wanted to bring to the Court's
19 attention that the wording used there is Pope is hereby
20 prohibited from filing any further motions or appeals in
21 actions involving the Estate and Trust of James Brown in
22 which she clearly has no standing.

23 Your Honor, I don't see how that has any application to
24 anything that gets filed in this case in which the estate
25 and trust and all the other plaintiffs sued Ms. Pope. She

1 clearly has complete standing to file on her own behalf in
2 litigation in which she is a named party.

3 And so we don't believe that striking these filings is
4 appropriate. We don't believe that they are scandalous.
5 They seek the relief they say they seek.

6 You know, Mr. Wingate pointed out that we said in our
7 motion only in 4900 can these things be done. I'm not sure
8 what the issue with that is because it's true. In 4900, all
9 of these parties, who we take the position have damaged Mr.
10 Pope terribly in all the ways listed there, this is the only
11 forum in which she will be able to sort that out.

12 And so we do believe that this needs to be carefully
13 handled. Ms. Pope is not out in every Court in the land
14 looking to secure each of these people's assets. We are
15 seeking, in this case, to ensure that no person leaves the
16 jurisdiction of this Court such as Ms. Brown, who's passed
17 away, and it's now unclear who's gonna be speaking on her
18 behalf, who will be representing that entity, when that will
19 occur.

20 We have these other plaintiff counterclaim defendants
21 who are without the jurisdiction of South Carolina Courts
22 other than this case in which they've submitted to it. And
23 we want to ensure that Ms. Pope's rights are not mooted
24 before the end of this case either by losing a party who
25 wanders off into the ether or by having assets that it's

1 clear from filings in other cases in which Ms. Pope does not
2 have an ability to step in and protect herself. There are a
3 lot of transactions going on with what, for some of these
4 plaintiff counterclaim defendants, may be their primary or
5 only assets. So I -- but they are valuable assets.

6 And so, particularly with the appeal going on, I --
7 there is a real possibility that, in the years that will
8 be -- pass before this case is gonna be resolved, all of
9 these assets may have come and gone. I -- and so we want
10 the stay lifted so that we can ensure that everybody is
11 properly -- everybody is protected, every asset is
12 protected, every claim is protected so that, during the
13 pendency of this appeal, it all doesn't just wonder into and
14 out of Aiken County or scurry it completely.

15 And so we believe it's appropriate to lift the stay to
16 avoid the Court losing jurisdiction over parties and to
17 avoid the mooted of issues related to the counterclaims and
18 we would ask Your Honor issue an order to that effect.

19 THE COURT: Thank you.

20 Anything else?

21 MR. WINGATE: Nothing---

22 THE COURT: Any other motions?

23 MR. WINGATE: ---further Your Honor.

24 THE COURT: Any other motions?

25 Anything else?

1 MR. WINGATE: No, just to, to clarity, that motion to
2 strike is the two that have been filed last or both the
3 motion to strike the petition for order lifting stay and the
4 motion to strike the supplemental motion for order lifting,
5 order limited lifting of stay as---

6 THE COURT: All right.

7 MR. WINGATE: ---it was entitled.

8 THE COURT: Thank you. I will have a, have a decision
9 by Monday morning.

10 MR. SILVERNAIL: Thank you, Your Honor.

11 THE COURT: Tuesday morning. Monday -- No. Monday
12 morning I'll be in Aiken. I mean in Columbia.

13 Thank y'all.

14 MR. WINGATE: Thank you, Your Honor.

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16 * * *END OF REQUESTED TRANSCRIPT OF RECORD* * *

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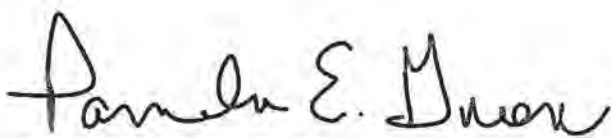
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C E R T I F I C A T E

I, Pamela E. Green, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas Nonjury for Richland County, South Carolina, on the 7th day of February, 2019.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

September 11th, 2023



PAMELA E. GREEN, Court Reporter

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State of South Carolina)	Court of General Sessions
County of Aiken)	Second Judicial Circuit
Adele Jeffords Pope,	)	Transcript of Record
et al.,	)	2013-CP-02-01337
Plaintiff,)	
vs.)	
Estate of James Brown,)	
et al.,)	
Defendant.)	

June 26, 2020
Via Zoom Videoconferencing

B E F O R E:

The Honorable Clifton Newman, Judge

A P P E A R A N C E S:

Adam T. Silvernail, Esquire
On behalf of the Plaintiff

Mark Gende, Esquire
Kenneth B. Wingate, Esquire
Charles Griffith Doolittle, Esquire
On behalf of Plaintiffs in Richland 4900

Emory Smith, Esquire
On behalf of SC Attorney General

Stacy S. Johnson
Circuit Court Reporter

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PARTICIPANTS

Adele J. Pope
William Smith
Russell Bouknight

I N D E X

PAGE

Certificate of Reporter

23

E X H I B I T S

NO EXHIBITS WERE INTRODUCED

1 (The following proceedings were held June 26, 2020,
2 at 12:02 PM.)

3 THE COURT: Good morning.

4 UNIDENTIFIED PARTICIPANTS: Good morning.

5 THE COURT: All right. If we can have everyone
6 identify themselves for the record.

7 MR. WILLIAM SMITH: This is William Smith.

8 THE COURT: And why are you here, Mr. Smith?

9 MR. WILLIAM SMITH: I'm one of the attorneys for
10 Adele Pope.

11 THE COURT: If you'll -- if after you speak, then
12 mute your line. Thank you.

13 MR. WILLIAM SMITH: Yes, sir.

14 MR. SILVERNAIL: And I'm Adam Silvernail, also here
15 on behalf of Adele Pope.

16 THE COURT: I'm sorry. Again, Mr. Smith represents?

17 MR. SILVERNAIL: He represents Mrs. Pope as well.

18 MR. EMORY SMITH: Your Honor, this is Emory Smith.
19 I am, subject to my objections, representing the Attorney
20 General. However, the Attorney General is dropped as a
21 party from case 4900. That order is on appeal, so I'm --
22 I'm not waiving that position that we are dropped as a
23 party and -- and so, therefore, I'm not taking a position
24 on the motion for stay that is to be considered today.

25 So I'm -- I'm really doubtful that I have any role

1 in this hearing today. I can discuss that further, but
2 at this point I think you just want to know who we are.

3 THE COURT: That's correct.

4 All right. Who else?

5 MR. BOUKNIGHT: I'm Russell Bouknight here as one
6 of the plaintiffs in the case.

7 THE COURT: And I see something says Mark Barrow
8 and then some lawyers around a table. Are you-all
9 involved or just spectators?

10 MR. EMORY SMITH: They should be involved, Your
11 Honor, so maybe there's a connection issue.

12 MR. BOUKNIGHT: Your Honor, they're representing
13 the plaintiffs in the 4900 case. They seem to have
14 audio issues.

15 MR. EMORY SMITH: I'll -- I'll send an e-mail or
16 I can call their firm if you would like, Your Honor.

17 THE COURT: Whatever will get them to participate
18 if they are to participate.

19 MR. EMORY SMITH: Well, let me -- let me mute this
20 and see if I can get them on the phone.

21 (Pause in proceedings.)

22 MR. GENDE: Your Honor, can you hear us now? Can
23 you hear us now, Your Honor?

24 THE COURT: Yes.

25 MR. GENDE: All right. We were dialing in and it

1 was noted on the contact or participant list, but for
2 some reason while we could hear you-all very well,
3 you-all weren't able to hear us. We remedied that by
4 going with computer audio.

5 THE COURT: Okay.

6 MR. GENDE: I am Mark Gende, G-E-N-D-E. With me
7 is Ken Wingate and with us also is Griff Doolittle and
8 we represent the remaining plaintiffs in case 4900.

9 Our screen, well, says Mark Barrow. That's
10 only because the account has his name. He's not
11 associated with this case.

12 THE COURT: All right. And we have a motion by
13 Mr. Silvernail.

14 MR. SILVERNAIL: Yes, Your Honor. May it please
15 the Court?

16 We have moved to lift the automatic stay imposed
17 under the appellate court rules so that this case can
18 proceed with discovery, correction of the parties and
19 other important issues.

20 THE COURT: Is that an issue that Judge Early ruled
21 on already?

22 MR. SILVERNAIL: Your Honor, there were two
23 previous motions for stay in -- after the filing of the
24 appeals in this case and they were denied. We brought
25 this motion after a number of 2019 and 2020 filings and

1 actions that have taken place that make it important to
2 proceed with this case so that we don't lose jurisdiction
3 over --

4 THE COURT: I -- I asked a question and you've given
5 me an argument, and the question is, is this something
6 Judge Early has ruled on?

7 MR. SILVERNAIL: The previous motions he did. This
8 one's on a little bit different basis. So, yes, Your
9 Honor.

10 THE COURT: And the different basis is what?

11 MR. SILVERNAIL: The fact that in 2019 and 2020
12 after Judge Early's previous rulings there have been a
13 number of changes that have arisen. A lot of them were
14 filings by various of the plaintiffs in this case in
15 other matters that show important issues in this case
16 regarding the successors in interest to the Legacy Trust,
17 which the plaintiffs have filed a responsive memorandum
18 in the proceeding over this motion alleging that it does
19 not exist at all, despite the fact that it is still and
20 has been for ten years a plaintiff in this case, and
21 nobody from the plaintiffs has ever sought to change that
22 in any way. We have a long-pending motion to add the
23 successors in interest to the Legacy Trust and certain
24 other parties to this case so that we can maintain
25 jurisdiction over all the people who may have ownership

1 in the Legacy Trust or its assets and so in 2019 in the
2 proceeding that just recently ended in the Supreme Court
3 regarding whether Tommie Rae Brown was, in fact, the
4 wife of James Brown, she made some filings last year
5 indicating that she was making assignments of assets she
6 had previously contributed to the Legacy Trust in which
7 we want to ensure the Court maintains jurisdiction over
8 since my client has counterclaims against all the
9 plaintiffs, including Ms. Brown.

10 As Your Honor probably knows, those counterclaims
11 were dismissed via summary judgment in 2017, but that
12 order is up on appeal and it's important that we be able
13 to make sure we have the correct (interruption in
14 transmission) discoveries because Ms. Brown, who as far
15 as I know once that Supreme Court case ends, if its
16 outcome does not change, is no longer subject to the
17 jurisdiction of the South Carolina state courts in any
18 other in case than this one and as far as we know she is
19 a resident of the UK, having, I believe, moved there
20 during the ten year pendency of this case.

21 THE COURT: I'm sorry, who lives in the UK?

22 MR. SILVERNAIL: Tommie Rae Brown. She was --
23 claimed to be James Brown's wife and as Your Honor may
24 be aware, the Supreme Court last week determined that
25 they were not married as a matter of law at Mr. Brown's

1 death and so, you know, we want to ensure that this
2 Court can maintain jurisdiction over the needed parties,
3 including parties such as the Estate of Venisha Brown.
4 Ms. Brown died, I believe, close to two years ago and
5 she's still listed as a plaintiff in this case and we
6 believe the caption needs to be corrected. There's a
7 proceeding that, I believe, is before Your Honor
8 regarding appointment of a personal representative for
9 her estate. And then we have long-pending motions to
10 add Forlando Brown, also known as William Brown, to this
11 case. That motion, I believe, has been pending since
12 2013 and was never heard.

13 THE COURT: So you -- you rep -- you're seeking to
14 litigate the case while appealing the case?

15 MR. SILVERNAIL: We are seeking to proceed with the
16 issues regarding getting the correct parties, maintaining
17 jurisdiction over the parties and assets, and continuing
18 with appropriate discovery while the appeal --

19 THE COURT: Are the same parties listed as parties
20 to the appeal?

21 MR. SILVERNAIL: Your Honor, the -- no, Your Honor.
22 The -- we are seeking to deal with that issue here in
23 the circuit court. The cases up on appeal have the
24 same caption that Your Honor sees on filings currently
25 in this case.

1 THE COURT: Does it involve the same parties was
2 my question?

3 MR. SILVERNAIL: I -- I don't know that I understand
4 your question.

5 THE COURT: The appeal lists the caption and the
6 parties to the appeal and -- and you're talking of moot
7 parties and -- and I'm asking are the same parties
8 involved in the appeal that you're now referring to
9 seeking to get me to lift this stay on?

10 MR. SILVERNAIL: Yes, Your Honor.

11 THE COURT: Okay.

12 MR. SILVERNAIL: And so what we're asking is --
13 and -- and Your Honor may have seen the e-mail
14 correspondence that led up to this hearing regarding
15 the number of pending motions that span back about
16 ten years. We would ask that the Court lift the stay,
17 give us five days to file any new motions and fifteen
18 days to report to the Court what pending motions can
19 and should be heard so that this matter can proceed as
20 much as possible during these appeals and we don't lose
21 jurisdiction or have any issues mooted by actions going
22 on outside of this case during the appeals.

23 THE COURT: All right. And who's opposing that
24 motion?

25 MR. GENDE: Your Honor, I am. Mark Gende.

1 THE COURT: All right, Mr. Gende.

2 MR. GENDE: We have submitted a memorandum in
3 opposition and, of course, relying on that memorandum,
4 as well as this oral argument. Also we've received
5 yesterday a supplemental memorandum from counsel for
6 Mrs. Pope and received just this morning an additional
7 responsive supplemental memorandum from Mrs. Pope and
8 so I would like to reserve the right to file a written
9 response to those since we have not had time to review
10 them should the Court need that.

11 THE COURT: I'm not aware of -- other than just
12 being handed this at this moment by the clerk --

13 MR. GENDE: Right.

14 THE COURT: -- a -- something entitled appellant's
15 reply to respondent's memorandum in opposition to motion
16 to lift stay and other relief.

17 All right. Go ahead.

18 MR. GENDE: Okay. Your Honor, Ms. Pope's motion
19 is improper. It's improper for several reasons. First
20 of all, she currently has on appeal as one of the
21 twenty-five orders that she has appealed from case 4900
22 an order denying her motion to lift the stay while on
23 appeal and so I think as your questions were inquiring
24 earlier, she wants to litigate the case and appeal the
25 case with reference to the stay at the same time and

1 that, of course, is improper. You correctly got to the
2 heart of the matter. The parties are the same and she
3 just can't have her cake and eat it, too.

4 Also she -- it's improper because she talks about
5 needing to do this essentially to preserve assets she
6 claims that may be due her under her counterclaims and
7 the reality is that in case 4900 right now Mrs. Pope
8 has no counterclaims. Those counterclaims have been
9 summarily dismissed. It is accurate that that holding
10 and summary judgment is on appeal, but as the case stands
11 right now in your court there are no counterclaims.
12 Those have been summarily judged.

13 Even if she prevails on her appeal to overturn
14 the grant of summary judgment with respect to her
15 counterclaims, what she's really asking for is what she
16 claims is the need to protect assets that might be due
17 her if she overturns the appellate -- if the appellate
18 court overturns the grant of summary judgment and if the
19 Supreme Court upholds that and if it gets back to your
20 court and is tried and if there's a finding that she's
21 actually owed anything.

22 She's really asking for issues relating to judgment
23 collection. It is not -- it doesn't have anything to do
24 with the claims that have been made in case 4900. Case
25 4900 is about Ms. Pope's breach of fiduciary duty to the

1 Estate of James Brown during the period that she was the
2 personal representative and trustee and the damages her
3 breach and breaches caused. Her breaches have been found
4 as a matter of law to have existed in case 1337. That
5 is also on appeal, but that is the law of the case at
6 this time. She did breach her duty. So the only thing
7 left in case 4900 now is a damages hearing on Ms. Pope's
8 breaches of fiduciary duty to the Estate of James Brown.

9 The fourth reason that it's improper is we believe
10 the pattern is clear. Ms. Pope simply wants to involve
11 herself in the affairs of the Estate of James Brown and
12 this way she is simply trying to by asking the Court to
13 lift the stay so that she can allegedly protect assets.
14 She wants to try to stay our client's proper use of any
15 personal assets they have under the fiction or at least
16 the highly attenuated possibility and I would assert
17 improbability that she might be due a judgment under her
18 counterclaims which no longer exist at the end of this
19 case. That has nothing to do with this Court retaining
20 jurisdiction. She's trying to prevent private individuals
21 from exercising their personal business and the Court has
22 no place to do that at this -- this time and --

23 THE COURT: Were those -- those issues raised
24 before Judge Early and considered by him in his ruling
25 on -- denying the motion to lift the stay?

1 MR. GENDE: I have the -- the order in front of
2 me and essentially she -- it's a -- how -- how do I put
3 it in a brief way? She has, first of all, appealed
4 twenty-five orders in the case in her appeals generally.
5 In this appeal, it was held that the same issue that
6 she's raising -- let me just read his conclusions of
7 law. Their motion and all supporting documents attended
8 to Ms. Pope presents no facts and makes no argument based
9 on Rule 241. The motion makes no reference to the effect
10 of particular orders from which the appeal is taken, the
11 scope of the relief she's seeking or the release --
12 reasons why such relief is necessary. The provisions of
13 Rule 241(a) SCRAP automatically imposes a stay as to all
14 matters decided in the orders on appeal. The orders on
15 appeal here are wide-ranging affecting both the inclusion
16 slash exclusion of parties to the suit and the right of
17 the attorneys to represent those parties. Defendant has
18 not demonstrated that any of the exceptions of Rule 241(b)
19 apply and the Court finds that there are none. Thus,
20 this Court finds that the automatic stays applies to all
21 matters being litigated in this case.

22 That's the extent of the order denying Ms. Pope's
23 prior attempt to lift the stay and that order is on
24 appeal and it clearly says it extends to all matters
25 being litigated and --

1 THE COURT: What -- what new matters are
2 Mr. Silvernail referring to?

3 MR. GENDE: Mr. Silvernail is referring to new
4 matters that have nothing to do with this case. He
5 stated in his opening that he was talking about 2019
6 and 2020 filings in other matters and then he stated
7 that he was dealing with 2019 and 2020 actions involving
8 what he called successors in interest to the Legacy Trust.

9 Two things about that. First of all, the Legacy
10 Trust doesn't exist. It has never existed. It holds no
11 money. It has never held any money. Mrs. Pope through
12 counsel is alleging a fiction and really a falsehood.
13 Court order has held that the Legacy Trust does not
14 exist. The ruling of the South Carolina Supreme Court
15 in Wilson v. Dallas in 2013 rendered it impossible for
16 the Legacy Trust to exist. In this case and in other
17 cases, the Estate has represented that the Legacy Trust
18 does not exist.

19 So whatever Ms. Pope is claiming is happening by
20 or on behalf of the Legacy Trust or regarding monies
21 allegedly held by is factually incorrect, wrong and is
22 not happening and she sought -- supports no -- or she
23 cites no support other than her conclusory statements
24 for these incorrect allegations. So there is nothing
25 new in case 4900 that would merit lifting of this stay,

1 particularly when one of the orders denying her motion
2 to lift stay is currently on appeal.

3 One of the items that Ms. Pope complained about in
4 her motion was a very limited discovery request that I
5 served on her counsel in case 4900 in the recent months.
6 That is not prohibited under the Rule 241 general stay
7 because it in no way affected any of the matters on
8 appeal and it didn't deprive the appellate court of any
9 jurisdiction. It was -- the genesis of it was the first
10 hearing -- well, really the first hearing that you and I
11 and Mr. Silvernail were in front of was in Aiken and
12 that's where we gave you a status conference and then
13 there was a second hearing, and I don't remember exactly
14 what brought us together, but if you remember he regularly
15 repeated the allegation that the plaintiffs have accused
16 Ms. Pope of a Federal felony and we deny that, we've
17 denied that for years, the documents don't show that, so
18 in order to assert the conclusion of that false claim
19 against us I served a single request to admit, a single
20 interrogatory, a single request to produce that says
21 admit that we haven't accused you of a felony. If you
22 can't admit this, tell us where we did accuse you of it
23 and if you have any documents supporting that, please
24 give us the documents. Very limited, very constrained,
25 all perfectly appropriate under the Rule 241 stay.

1 That is the only action that has occurred in case
2 4900; however, the Court has taken action that we haven't
3 objected to. You heard a discovery motion on the fee
4 agreement and made a decision on that. We didn't object
5 to that because that's proper under Rule 241 also. So it
6 is absolutely incorrect for Pope -- Ms. Pope to assert
7 that just because action is taken in case 4900 that the
8 stay needs to be lifted. The Rule 241, general rule for
9 stay, allows actions to be taken that don't affect the
10 matters on appeal. So nothing has happened in this case
11 that justifies them to make this new motion except we
12 believe their desire to interfere in the personal lives
13 of the plaintiffs and the Estate of James Brown as it
14 relates to assets.

15 THE COURT: Mr. Silvernail.

16 MR. SILVERNAIL: Yes, Your Honor.

17 You know, effectively the plaintiffs seem to be
18 taking the position that both Judge Early's order as it
19 is worded is extremely broad and appears to say that
20 this stays every aspect of the case, but their discovery
21 requests somehow were proper and their need to serve them
22 at this time escapes the stay.

23 I -- you know, I would note that I -- excuse me --
24 the developments that have occurred regarding the Legacy
25 Trust have actually made it more important to be able to

1 sort out its status and/or its successors. In this matter
2 Mr. Gende is incorrect. The only court order finding
3 that the Legacy Trust did not exist, which I believe they
4 attached to their responsive memo filed a couple of days
5 ago, was Judge -- Judge Early's 2016 order, which has
6 been reversed by the Court of Appeals and the Court of
7 Appeals' opinion did not make a finding that the Legacy
8 Trust didn't exist and the Legacy Trust in various courts
9 has taken more nuanced positions on whether it does not
10 exist, whether it does not exist as a public entity,
11 whether it does not exist as a charitable entity, but no
12 court to my knowledge, and I think I'm involved in all
13 the cases that might involve this that I know are pending,
14 no court has found the Legacy Trust doesn't exist and the
15 Legacy Trust is telling Your Honor that in a filing filed
16 on behalf of the Legacy Trust in this case. It's been
17 one of the listed plaintiffs since May 18, 2010, when
18 this case was filed and so -- May 19, 2010, I believe
19 is the correct date, but the Legacy Trust has never
20 approached to this Court in the seven years since Wilson
21 versus Dallas, which voided the settlement, but not the
22 Legacy Trust as far as we can tell. It's important that
23 we find out what the current status is beyond the
24 plaintiffs just taking any position that they choose
25 without us being able to investigate it and so that's

1 one of the reasons that the stay here needs to be lifted
2 because it's important that we make sure jurisdiction is
3 maintained over the proper parties and we don't know who
4 currently stands in the shoes of the Legacy Trust if it
5 has ceased to exist and we don't know that it has.

6 MR. GENDE: Your Honor, if I may briefly reply to
7 that, whatever the Court of Appeals held Mr. Silvernail
8 has said, and I emphasize, they made no finding disturbing
9 Judge Early's order finding that the Legacy Trust does not
10 exist. It does not exist.

11 They also -- Mr. Silvernail continues in Mrs. Pope's
12 affidavits and -- and filings continue to assert an
13 improper standard about the Court losing jurisdiction.
14 There is no fear of the Court losing jurisdiction of
15 anything despite and in contradiction to Mr. Silvernail's
16 claims. The parties are before the Court, the claim was
17 filed and the case is proceeding, it is on appeal and
18 there is nothing that would cause the Court to lose
19 jurisdiction of any of the parties in this case.

20 The other thing that I want to address that he
21 said is they continue to say the Legacy Trust takes this
22 action and that action. That statement can only be based
23 on their understanding, improper as it is, that because
24 the Legacy Trust still is in the caption that the Legacy
25 Trust is taking actions. The Legacy Trust is still in

1 the caption and other names are still in the caption
2 because the caption is -- we've taken the -- just the
3 working position that it's essentially frozen because of
4 the appeals and that prior to trial the Court will be
5 able to clarify the caption as necessary based on the
6 orders and opinions that have gone on in this case.

7 For some time the Attorney General's name was still
8 in the caption even after they were dropped as a party.
9 I've removed that simply because the plaintiff continued
10 to falsely assert that we were taking actions on behalf
11 of the Attorney General. In fact, the Attorney General
12 had their own attorney present at hearings.

13 So the caption doesn't control the case. It's the
14 allegations and it is the opinions and orders of the
15 Court as the case develops. This case has unfortunately
16 a complicated procedural history and there will be reason
17 at the appropriate time to clarify the caption before
18 trial, but just because the Legacy Trust's name is still
19 in the caption doesn't mean it still exists and that's
20 an improper assumption. Everyone's aware of Wilson v.
21 Dallas. Wilson v. Dallas made it impossible for the
22 Legacy Trust to exist.

23 MR. SILVERNAIL: Your Honor, if I may briefly, and
24 I -- I rely on our filings in this case that are a little
25 bit more extensive, but I do want to make a couple of

1 points.

2 I -- I really strongly disagree that the caption of
3 the case doesn't dictate who is taking action. If I
4 represent a group of people in a case and I file a
5 pleading on behalf of my clients, say that's the
6 plaintiffs, I -- I'm making an action on every single
7 one of the plaintiffs and I think the idea that the
8 caption is unimportant is a little bit alarming because
9 the caption shows who is doing what and also who's bound
10 by what happens and so I believe that the caption is
11 exceedingly important and I believe that every single
12 thing that's been filed by the plaintiffs counsel has
13 been filed on behalf of the Legacy Trust. There's no
14 other way to read that document if the group of
15 plaintiffs is defined in the caption and the document
16 is filed on behalf of that same group and so, you know,
17 I would submit that they are basically pointing out one
18 of the important reasons, they are telling Your Honor
19 that, you know, these actions weren't taken on behalf
20 of this party or that party and effectively until we
21 straighten this out it's going to allow the plaintiffs
22 to retrospectively decide who was doing what as it's
23 convenient for them down the road and I think that's a
24 very dangerous place to leave the case and we would
25 submit that that actually supports the lifting of the

1 stay as we requested.

2 THE COURT: Anything else from anyone else
3 concerning this issue?

4 MR. GENDE: No, Your Honor. Just to request that
5 we be allowed fifteen days to file a supplemental
6 memorandum in response to the memoranda we received from
7 Ms. Pope's counsel yesterday and -- and just shortly
8 before this hearing if -- if -- if the Court needs that.

9 THE COURT: All right. The motion to lift stay
10 is denied based on the fact it has previously been
11 considered and ruled upon by Judge Early. There's no
12 right to successive requests for reconsideration or
13 repetitious repetition of motions previously made and
14 ruled upon. In addition, I accept and agree with the
15 arguments by the defense that this matter should not be
16 stayed, so the motion is denied.

17 MR. GENDE: Thank you, Your Honor. I would only
18 correct one thing. I think you meant the arguments by
19 the plaintiffs. This one's is a little backwards, so.

20 THE COURT: I did flip based on as if the plaintiff
21 -- as if the defense is arguing as if the defense is the
22 plaintiff and that's probably based on the counterclaim.
23 I meant to say the arguments of the plaintiff, not the
24 defense.

25 MR. GENDE: Thank you, Your Honor.

1 THE COURT: Anything further on this case at this
2 time?

3 MR. SILVERNAIL: No, Your Honor.

4 THE COURT: All right. Well, thank you very much
5 and if you'll draft me an order, Counsel.

6 MR. GENDE: I will. Thank you.

7 MR. SILVERNAIL: Thank you, Your Honor.

8 THE COURT: Thank you-all.

9 (Whereupon, the proceedings were concluded at
10 12:36 PM.)

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C E R T I F I C A T E

I, Stacy S. Johnson, Official Court Reporter for the Eleventh Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete transcript of record of all the proceedings had and the evidence introduced in the hearing of the captioned case in Circuit Court on the 26th day of June, 2020.

This transcript may contain quoted material. Such material is reproduced as read by the speaker. This transcript may also contain transmission interruptions and/or technical difficulties due to being conducted remotely via videoconferencing.

I do further certify that I am neither of kin, counsel, nor have an interest to any party hereto.

July 6, 2020

/s/ Stacy S. Johnson
STACY S. JOHNSON
CIRCUIT COURT REPORTER

STATE OF SOUTH CAROLINA)
) COURT OF COMMON PLEAS
COUNTY OF RICHLAND) 2010-CP-40-04900
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RUSSELL BAUKNIGHT, ET AL,)
 PLAINTIFFS,)
)
vs.) TRANSCRIPT OF RECORD
)
ADELE J. POPE, ET AL,)
 DEFENDANTS.)
)

April 14, 2023
Aiken, South Carolina

B E F O R E:

THE HONORABLE CLIFTON NEWMAN, JUDGE.

A P P E A R A N C E S:

AARON HAYES, ESQ.
MARK GENDE, ESQ.
Attorney for the Plaintiffs

ADAM SILVERNAIL, ESQ.
Attorney for the Defendant

PENNY M. JOHNSON
Court Reporter III

I N D E X

(There were no witnesses called.)

E X H I B I T S

(There were no exhibits submitted.)

P R O C E E D I N G S

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THE COURT: All right. What's the next matter?

MR. HAYES: Your Honor, in case 4900, three of the motions belong to Mr. Silvernail and I will be arguing our position as to those motions. One of the motions belongs to us and Mr. Gende will be making the argument on our position.

THE COURT: All right. We'll take a two-minute break and then move into all of those motions.

Those are the remaining matters we have here today?

MR. HAYES: For case 4900, Your Honor, the tort action from the Estate against Ms. Adele Pope. I can't speak to anything Mr. Black may have for the Estate in general.

THE COURT: The Estate in general, Mr. Black?

MR. BLACK: Your Honor, I'm uncertain -- Mr. Pullman filed a local action, I'm uncertain if his counsel is here today or not.

THE COURT: Mr. Who?

MR. BLACK: Mr. Pullman filed a claim. I know there was some form of notice to him of today's status conference. I don't know if he has counsel here today or not.

THE COURT: Charla, you familiar with him?

MS. PLOUFFE: His attorney is, I think his last name is Hanlin.

MR. BLACK: I believe that's correct, Your Honor. I

1 believe he's a Columbia attorney. I believe he's from
2 Columbia, Your Honor.

3 THE COURT: And he was given notice, Charla?

4 MS. PLOUFFE: Yes, sir.

5 THE COURT: What does the Estate want to do with
6 whatever it is he filed?

7 MR. BLACK: Your Honor, so Mr. Pullman filed a claim
8 against the Estate here in South Carolina. By brief way of
9 background, Mr. Pullman was the original financier that
10 James Brown entered into that had a 13 million dollar
11 liability at death that Mr. Bauknight was able to pay off
12 early.

13 He then faded in the background subject to his claim
14 that he had already filed, which was denied. However, once
15 the Estate purchase agreement went through, Mr. Pullman came
16 out of the folds, filed a claim again here in South
17 Carolina. We filed a 12(b)(6) against that claim. What
18 we'd like to do is move forward on that claim, convert it to
19 summary judgment, have a full hearing on Mr. Pullman's
20 claim. Because after Mr. Pullman filed his action in South
21 Carolina, he filed a second action very similarly in the
22 Southern District of New York. And our position in the
23 Southern District of New York is that pursuant to the
24 probate section, first to file here, the law needs to be
25 made in South Carolina. We resolve that claim here in South

1 Carolina and the New York law should be governed by that
2 finding from the Estate, Your Honor.

3 THE COURT: So what type of order, if any, did he get
4 in the State of New York?

5 MR. BLACK: He filed an action against the Estate in
6 New York. We moved to have it dismissed, that hasn't been
7 ruled upon yet. You've ruled that there was no subject
8 matter jurisdiction. Our original counsel, Mr. Pullman
9 argued had a conflict of interest and the Court has ruled
10 there is a potential conflict and the Estate has 30 days in
11 New York to get counsel, which we've retained.

12 However, we're very cognizant of that is the secondary
13 action that was filed. We did not want to put the Estate in
14 a situation where we're litigating in New York before South
15 Carolina because Mr. Pullman picked this jurisdiction. He
16 picked South Carolina. He filed here first. Jurisdiction
17 against the Estate is proper here in South Carolina, not in
18 New York.

19 And our hope is that we can resolve that here in South
20 Carolina and the Court in New York will be bound by that
21 because Mr. Pullman made his claim against the deceased
22 estate of Mr. Brown and the law is clear on that, that he
23 would be bound by South Carolina law on those issues here in
24 Aiken, Your Honor.

25 THE COURT: So is that ready to be heard today or not

1 ready?

2 MR. BLACK: I can talk to Mr. Bauknight about that and
3 we can have you an answer very shortly, Your Honor.

4 THE COURT: We'll take a couple of minutes before we
5 proceed.

6 (Short recess.)

7 THE COURT: Mr. Hayes.

8 MR. HAYES: Your Honor, I believe the first motion in
9 case 4900 belongs to Mr. Silvernail.

10 THE COURT: All right. Ms. Silvernail.

11 MR. SILVERNAIL: Good morning, Your Honor. I believe
12 there were three motions, one of which was our petition to
13 lift the stay. I think the fact that we are here scheduled
14 in accordance with the Supreme Court's order to hear the
15 long pending motions to reconsider, that was the purpose of
16 the petition to lift stay filed previously. I don't think
17 we need to argue that if we're here to proceed with the
18 hearing on the issues that were remanded from the previous
19 appeal.

20 Your Honor may recall, we had a status conference, at
21 least, with you some time back after a previous appeal was
22 decided and the Supreme Court denied the writ of certiorari,
23 but issued its order directing that Your Honor would proceed
24 with hearing the pending motions for reconsideration.

25 Just to give kind of the umbrella overview on

1 procedurally how we got here --

2 THE COURT: Were those are the ones I referred to Judge
3 Manning or not?

4 MR. SILVERNAIL: Those were the ones that Your Honor
5 deferred to Judge Manning. We moved to reconsider that
6 order because we were concerned about jurisdiction given the
7 Supreme Court's assignment of the case to you and the
8 Supreme Court's issuance of an order assigning Your Honor to
9 it. Our motion to reconsider was never heard. Judge
10 Manning never scheduled a hear. And as I understand it,
11 Judge Manning is now retired. I believe the Supreme Court
12 has once again said we need to get --

13 THE COURT: That settles that. He can't reconsider
14 anything at this point.

15 MR. SILVERNAIL: Yes, Your Honor. Our position would
16 be that the Supreme Court in its order from the end of
17 March, it's directed that we proceed with getting those
18 motions resolved now.

19 THE COURT: All right.

20 MR. SILVERNAIL: So just a little background on those
21 motions. There is a motion to reconsider a 2012 order that
22 denied our motion to disqualify and enjoin Sweeney, Wingate
23 and Barrow and Russell Bauknight from speaking on behalf of
24 the Attorney General. That order was issued by Judge
25 Manning in 2012. We timely moved to reconsider it. For

1 whatever reason, that motion was never heard.

2 When we appealed in the case that was given the
3 appellate case number 2017-1899, we included, among other
4 orders, Judge Manning's 2012 order in the appeal asked the
5 Court of Appeals to go ahead and decide that issue since we
6 had been faced with an immediately appealable order that had
7 to go up.

8 They heard the appeal, issued their initial opinion
9 finding that both the pending motion on that order and the
10 pending motion on Judge Manning's 2015 order allowing the --
11 I think I may have the years backwards, but the other order
12 is the order setting aside default on our counterclaims for
13 the Plaintiffs. The Court of Appeals found that it couldn't
14 proceed on either of those because they were undecided Rule
15 59 motions.

16 We petitioned the court for rehearing and urged them to
17 go ahead and resolve them given that the case had been
18 reassigned twice at that point to different judges and that
19 the length of time, everything had been briefed and we had
20 hoped the Court of Appeals would go ahead and deal
21 substantively with those issues. They didn't and neither
22 did the Supreme Court, so we're here to ask again that those
23 orders be reconsidered.

24 I'm going to start with the disqualification order.
25 When this case was filed, the sole counsel of record was

1 Sweeney, Wingate and Barrow. The Plaintiffs in this case
2 were the South Carolina Attorney General as well as Russell
3 Bauknight acting on behalf of the South Carolina Attorney
4 General is how it was set up in the caption. Sweeney,
5 Wingate and Barrow was here on a contingency fee. Our basis
6 for asking for disqualification and injunction is I've never
7 been able to locate another case, another civil case where a
8 State Attorney General was co-represented with private
9 Plaintiffs in a civil tort suit against individual citizens
10 on a contingency fee.

11 There is law out there that calls into question the
12 ability of an Attorney General to hire contingency fee
13 counsel without remaining on the pleadings as an additional
14 counsel himself. There are Constitutional issues with due
15 process there because we are, basically, turning over to a
16 private law firm a function of the State. And there were
17 cases, one, including the Clancy case from California cited
18 in our briefs that found that in civil litigation,
19 especially quasi-criminal civil litigation -- and I remind
20 Your Honor that the complaint in this case made the
21 allegation that my client and Robert Buchanan had committed
22 the federal felony of overvaluing the Estate on a federal
23 tax return for the purpose of getting themselves a larger
24 fee. The allegations in this case appear to line up with
25 those in other cases that have called into question the

1 Attorney General's ability to have contingency fee counsel.

2 And in this case, we later learned, I believe Your
3 Honor finally issued the order in a belated FOIA case that
4 confirmed the Attorney General needed to turn over his
5 copies of his engagement agreement between Wingate, and that
6 included the State's standard litigation retention
7 agreement. It was never signed by the Attorney General. In
8 the intervening years, the Attorney General has taken the
9 position that he was never a client of Sweeney, Wingate and
10 Barrow.

11 We are in a strange position here because I realize in
12 a motion to reconsider, we should be confined to the record
13 that was before Judge Manning when he decided it. There are
14 a bunch of procedural things that have happened in the 11
15 years in between, but we would submit, Your Honor, that the
16 injunction and disqualification that we requested should
17 come forth because we are now dealing with even more
18 splintered parties in this case. The case that we've
19 remanded to you allowed the Attorney General to be dropped
20 as a party to this case. We appealed that matter. That was
21 what took us to the Court of Appeals and brought along these
22 other potentially non-final orders.

23 So at this point, we would submit that Judge Manning's
24 order should be reconsidered and that there should be
25 confirmation that Sweeney, Wingate, Barrow and Russell

1 Bauknight cannot act for the State in this case.

2 I will stop for a moment to ask do you want me to take
3 this one motion at a time or do you want me to go ahead and
4 deal with both motions to reconsider?

5 THE COURT: I think we can deal with both motions to
6 reconsider.

7 MR. SILVERNAIL: Okay. And I do want to state, Your
8 Honor, we have filed motions to reconsider, memoranda,
9 affidavits. They span quite some period of time, but I want
10 to incorporate everything that we've addressed in those into
11 my argument because I believe we thought this matter was
12 coming up for hearing once or twice before and we were
13 prepared for it. I have also submitted a short additional
14 memorandum on all the issues that are before the Court today
15 that was filed yesterday.

16 The second motion to reconsider is of Judge Manning's
17 order setting aside the Plaintiff's default on our
18 counterclaims. The brief factual history of that was they
19 brought the action. My client and Mr. Buchanan moved to
20 dismiss the case. While that motion to dismiss was pending,
21 they proceeded to file and serve their answer and
22 counterclaim, which was served and more than 30 days passed,
23 no answer was filed. Mr. Buchanan's counsel actually filed
24 an affidavit of default to confirm that they had failed to
25 timely respond and they filed an answer and a motion to be

1 relieved from default.

2 THE COURT: To hold who in default?

3 MR. SILVERNAIL: To hold the Plaintiffs in default on
4 our counterclaim.

5 THE COURT: Plaintiffs being?

6 MR. SILVERNAIL: Sweeney, Wingate and Barrow's clients.
7 Plaintiffs being the Estate and Trust, the Legacy Trust,
8 Tommie Rae Brown, the selection of children and
9 grandchildren named in the caption and, at that point, the
10 Attorney General.

11 The Plaintiffs response to that was an affidavit from
12 Mr. Wingate, who's here with us now, that confirmed he had,
13 in fact, received it, marked the document to be filed and
14 not notice that it was a counterclaim and didn't calendar a
15 response date and did not timely file a response. There was
16 no question about service or receipt. So they filed a
17 motion asking to have the entry of default set aside.

18 Judge Manning heard that some time later and issued his
19 order finding that they should be let out of default even
20 though our position was at that point, they had not shown
21 any meritorious defense. A number of the people in the
22 caption do not have standing to pursue any action against
23 Ms. Pope. Our motion to dismiss and our answer and
24 counterclaim set forth the Plaintiffs try to act like
25 they're a unified group acting together. When they brought

1 this case, they were all bound together by a 2008 settlement
2 agreement that the Supreme Court in 2013 had validated. The
3 Plaintiffs went back to litigating with each other in this
4 court over various issues.

5 We addressed in our motion to dismiss and in our answer
6 in detail the defenses to each particular Plaintiff. There
7 were certain Plaintiffs, like Tommie Rae Hynie to whom Ms.
8 Pope and Mr. Buchanan never had a duty. She was not a
9 beneficiary under the Estate plan. They took the position
10 beginning in 2007 that she was not the valid surviving
11 spouse of James Brown and had no claim against the Estate.
12 As it turned out, it took 13 years, but the Supreme Court
13 made that finding much later and after Ms. Pope and Mr.
14 Buchanan were out of those cases.

15 The same is true for the children. There are certain
16 children here who had contested the Estate plan. There was
17 an interim clause in the Estate plan that said if you
18 contest this plan, you are no longer a beneficiary under it.
19 There were various reasons for the various Plaintiffs, why
20 some very clearly -- and Tommie Ray Hynie is the easiest
21 example. Ms. Pope and Mr. Buchanan were sued allegedly for
22 breaches of fiduciary duty. All claims brought under the
23 heading of the Legacy Trust, which was an entity created by
24 the 2008 settlement agreement to pool a bunch of assets and
25 redistribute them as the parties had agreed to.

1 Ms. Pope and Mr. Buchanan never had any duty to the
2 Legacy Trust. They never served as fiduciaries. It was not
3 created as part of James Brown's Estate plan. It was
4 created as a replacement vehicle that the South Carolina
5 Supreme Court in 2013 said dismember James Brown's Estate
6 plan.

7 And the way the complaint in this case is set up is
8 everybody but the Estate and Trust and Legacy Trust, they're
9 all beneficiary plans as they're labeled, all claims in this
10 case are brought as descending from the various parties
11 alleged interest in the Legacy Trust. Ms. Pope and Mr.
12 Buchanan never had a duty to that trust and they never had a
13 duty to a number of the Plaintiffs individually. This is
14 one of the primary reasons we said they do not have a
15 meritorious defense to our counterclaims, which were abuse
16 of process, attorney's fees, tortious interference with
17 contract. The counterclaims were related primarily to the
18 improper bringing of this suit. So we set out in detail
19 that they do not have a meritorious defense.

20 But even more cynically, as Your Honor is probably
21 aware, the case law controlling when you can be relieved
22 from an entry of default requires as a first instance that
23 there has to be a satisfactory explanation for the default.
24 And our case law does not characterize -- and I appreciate
25 Mr. Wingate's honesty in just saying how it happened. Our

1 case law does not recognize an honest mistake, but a mistake
2 that has no substantive explanation as good cause for
3 relieving someone from entry of default.

4 Judge Manning's order at this point, I would submit,
5 which makes the finding that they have shown good cause,
6 they should be relieved from default, it also makes a note
7 that the Attorney General was never in default because under
8 Rule 55 -- and I believe Judge Manning misinterpreted what
9 the statute actually says, which is not that the State can
10 never be held in default, but that there's a slightly
11 different standard. It's unclear at this point how the
12 Attorney General's participation in this case affected Judge
13 Manning's finding generally because he was at the time
14 co-represented only by Sweeney, Wingate and Barrow. No one
15 from the Attorney General's Office appeared on the pleadings
16 or appeared as counsel in this case until much later when
17 the Attorney General moved to be let out of the case.

18 So we would submit that default should not have been
19 set aside, that Judge Manning should have reconsidered his
20 order. We ask that this Court reconsider that order.

21 And I want to go ahead and anticipate something I'm
22 sure you're going to hear from the Plaintiffs, which is our
23 counterclaims were subsequently dismissed via summary
24 judgment by Judge Early in 2017. So that may or may not be
25 a huge issue going forward, but currently that matter is

1 before the Supreme Court on petition on certiorari. The
2 Court of Appeals declined to reverse Judge Early's order
3 granting summary judgment. We have asked the Supreme Court
4 to consider that matter. I think it may be important for
5 the Supreme Court to know whether the Plaintiffs were in
6 default in reconsidering this, but, certainly, those
7 counterclaims, at least, stand a chance of returning to this
8 court for consideration and disposition.

9 So, again, based on what I have said as well as
10 everything we have filed over the years related to these
11 subjects, we believe both orders should be reconsidered and
12 reversed.

13 THE COURT: Mr. Hayes.

14 MR. HAYES: Yes, Your Honor, and may I approach?

15 THE COURT: Yes, sir.

16 MR. HAYES: Your Honor, we filed a brief memorandum
17 this morning on these two motions to reconsider. I've just
18 handed that up because it's hot off the press.

19 Your Honor, briefly, in response on the motion to
20 reconsider the order of Judge Manning refusing to disqualify
21 our law firm from representing the Attorney General's Office
22 and refusing to disqualify our client, Russell Bauknight,
23 from speaking on behalf of the Attorney General. Your
24 Honor, this particular motion is a quintessential example of
25 Defendant Pope's unduly and improper fixation on the role of

1 the Attorney General's Office at the commencement of this
2 litigation over a decade ago. She is seeking to revive her
3 long moot intentions that our representation of the Attorney
4 General's office or Mr. Bauknight's participation with the
5 Attorney General's office is somehow improper. And neither
6 one of those is the case.

7 They keep claiming here and elsewhere that there are
8 novel and constitutional issues that exist regarding the
9 Attorney General's actions in this case, but what they have
10 failed to tell Your Honor is that these issues have been
11 decided by our appellate courts in favor of this side of the
12 courtroom, Your Honor.

13 The Attorney General's office made a motion to withdraw
14 from this case over a decade ago. The Supreme Court noted
15 that with approval in *Wilson vs. Dallas* and the Attorney
16 General's office followed up on it as they said they would
17 and in 2013, moved to be dismissed as a party to this case
18 on either side, as a Plaintiff or a counterclaim Defendant.
19 That was granted by the circuit court, affirmed by the Court
20 of Appeals and certiorari was denied by the Supreme Court
21 meaning the Attorney General exited this matter free and
22 clear and with the approval of courts at all three levels in
23 South Carolina.

24 Also, in so doing, the Court of Appeals issued a
25 statement about what exactly was transpiring here and how

1 this type of thing is appropriate for the Attorney General
2 to do. When the Court of Appeals affirmed the dismissal of
3 the Attorney General's office from this action, they state,
4 the trial court correctly determined that the Attorney
5 General's interest and protecting the charitable
6 beneficiaries was being served by the current personal
7 representative, Russell Bauknight.

8 So, Your Honor, this issue that this firm or this
9 personal representative has somehow done something improper
10 with respect to the Attorney General's office is the epitome
11 of beating a dead horse and it's incorrect because what was
12 done was correct. The Attorney General's office has a
13 statutory interest in protecting unknown charitable
14 beneficiaries that the appellate courts have recognized as
15 being served by Mr. Bauknight's role in this case and,
16 therefore, no need for the Attorney General Office's
17 presence in the case and they've been long gone for years.

18 So I believe that Your Honor has an easy decision on
19 the motion to reconsider the order refusing to disqualify
20 our law firm and to enjoin Mr. Bauknight. I believe that
21 issue is long dead and long moot.

22 On the issue of the motion to reconsider the order
23 setting aside the Plaintiff's default on the Defendant's
24 counterclaims, Mr. Silvernail is correct in the sense that
25 those counterclaims are gone. They are asking you to

1 overturn the Court of Appeals and step in front of the
2 Supreme Court and reinstate a default on counterclaims that
3 were dismissed on the merits.

4 Mr. Silvernail's recitation is correct when he says
5 there was a remand to this Court on the issue of the motion
6 to reconsider the order setting aside default. But what was
7 not stated is that subsequent to that remand, the Court of
8 Appeals went ahead and dismissed the counterclaims on the
9 merits in a separate opinion. So I think you have the law
10 of this case as it stands now is that the counterclaims are
11 dismissed. I don't think this Court can or should enter an
12 order reinstating a default on counterclaims that were
13 dismissed on the merits in a subsequent opinion by the Court
14 of Appeals. So we believe that motion is ripe for immediate
15 dismissal because reinstating a default on a long dismissed
16 counterclaims would be a legal non sequitur.

17 So for those reasons and when we submitted our
18 memorandum to Your Honor, which incorporates our prior
19 briefing on these issues, which is extensive over the life
20 of this case, we ask that the two motions to reconsider be
21 denied, summarily be a Form Four order. Thank you, Your
22 Honor.

23 THE COURT: Mr. Silvernail.

24 MR. SILVERNAIL: Your Honor, I want to know overall
25 procedurally where we are with this. These two motions,

1 again, we urged, we fully briefed and urged the Court of
2 Appeals to consider the merits of these issues. They
3 decided this case by dismissing that part of the appeal and
4 finding that they couldn't review it because of these
5 pending motions.

6 The matters we're arguing today have not been
7 substantively decided by the appellate court. We also urged
8 the Supreme Court to take it up as a matter of judicial
9 economy and because of the intense procedural strangeness of
10 this case having been assigned now to three different judges
11 and gone on for 13 years with multiple appeals.

12 We are here -- I am making this note because we are
13 approaching a motion where they're going to argue that we
14 ought to be sanctioned for acting appropriately as litigants
15 and they are treating these motions as though we are doing
16 something wrong by arguing them.

17 We timely filed motions to reconsider. They were not
18 heard. The Court of Appeals has now said we cannot look at
19 these issues because you don't have a final order. There
20 are nominal issues wound up in this, particularly as to the
21 AG's part in this case. In 2020, we learned that the AG
22 released some documents that said he never hired Sweeney,
23 Wingate and Barrow and was never a client of theirs.

24 There are issues that are going to come up in this case
25 that are important. Other things have happened. The

1 Attorney General was dropped as a party. The Court of
2 Appeals wouldn't undo that. The counterclaims have been
3 granted summary judgment on, but as I said, that's not over
4 unless and until the Supreme Court either declines to hear
5 it or hears it and affirms it.

6 And it matters whether they're in default or not. I'm
7 not asking Your Honor to restore the counterclaims. That is
8 currently squarely within the jurisdiction of the Supreme
9 Court. But we need to have these motions decided or my
10 client will never have the opportunity to either get this
11 sorted out or have meaningful appellate review of these
12 important issues.

13 The Attorney General matter is something I have never
14 seen before. I've never come across another lawyer who's
15 seen it before. I believe that those are novel and
16 constitutional issues. They're not what's before you today,
17 it is simply the matter of the Attorney General's place in
18 this. Honestly, Your Honor, I believe you -- according to
19 the Plaintiffs at this point, you could disqualify them from
20 representing the Attorney General and enjoin Mr. Bauknight
21 from speaking for him. And it may not change anything for
22 them at this point, but it will give us the order we asked
23 for and we should have gotten back in 2011 and 2012.

24 So I want to overall just note that we are here arguing
25 these matters because they've never been finally decided.

1 And whether we like the outcome or not, we're entitled to a
2 final disposition of them and the opportunity, if necessary,
3 to seek appellate review.

4 THE COURT: So the Attorney General is no longer a
5 party?

6 MR. SILVERNAIL: As a result of the case that was
7 remanded initially with these motions, the Court of Appeals
8 affirmed the Attorney General being dropped as a party under
9 Rule 21, which is misjoinder of parties.

10 THE COURT: So they do not represent the Attorney
11 General or do they?

12 MR. SILVERNAIL: Your Honor, over the 13 years of this
13 case, we've never really had clear answers --

14 THE COURT: No, I mean, as of this moment in time that
15 we're having this hearing?

16 MR. SILVERNAIL: As of this moment in time, the
17 Attorney General has been let out of this case as a party.

18 THE COURT: They're a nonparty, so what would be the
19 purpose of me issuing such an order?

20 MR. SILVERNAIL: Well, they still take the position
21 that Mr. Bauknight is representing the Attorney General's
22 interest on behalf of the charitable trust in this case.
23 It's left us in a very confusing position.

24 THE COURT: But you're not challenging Mr. Bauknight's
25 representation of charitable interest?

1 MR. SILVERNAIL: Mr. Bauknight is the trustee and it's
2 a charitable trust, but, again, we have things in these
3 documents like Mr. Bauknight is protecting the Attorney
4 General's interest. He is certainly the trustee of the
5 charitable trust. The Attorney General has a relationship
6 with charitable trust.

7 THE COURT: What is your interest in all of this?

8 MR. SILVERNAIL: My interest is getting this case over
9 with and sorting out who the parties are and sorting out
10 what is going on here. We are working toward trial. I
11 mean, I assume, no matter what there is going to be a trial
12 in this case at some point and I think we're all eager to
13 see that happen and be done with as soon as possible.

14 THE COURT: Did you seek to hold the Attorney General
15 in default?

16 MR. SILVERNAIL: Yes, we did.

17 THE COURT: Despite the Rule 55(e)?

18 MR. SILVERNAIL: Yes, sir. We could only -- all
19 players were co-represented. We moved to hold the
20 Plaintiffs in default. This was one of the reasons why --

21 THE COURT: I think you said Judge Manning had a
22 misinterpretation of the rule.

23 MR. SILVERNAIL: I believe that we submitted that he
24 did, yes, Your Honor.

25 THE COURT: Can you explain that to me?

1 MR. SILVERNAIL: Bear with me just a minute.

2 THE COURT: Okay.

3 (Pause.)

4 MR. SILVERNAIL: Rule 55(e) is the provision we're
5 talking about, which doesn't say the Attorney General can
6 never be held in default. It requires in the very last
7 clause in that Rule, unless evidentiary proof can be made.

8 So the Judge's finding, which I believe was much
9 simpler, that the Attorney General just wasn't ever in
10 default and couldn't be held in default, I think the Rule is
11 more nuance than that. It does put more burden on us if we
12 wanted to hold him in default, but it is not an
13 impossibility or a foregone conclusions as I read the Rule.

14 THE COURT: Okay.

15 MR. SILVERNAIL: Thank you, Your Honor.

16 THE COURT: Any response?

17 MR. HAYES: Very briefly, Your Honor. Just to
18 reiterate our position, we're asking Your Honor to reinstate
19 default against Plaintiff on claims that have been dismissed
20 on the merits. They're asking Your Honor to disqualify our
21 law firm from representing a party that hasn't been in the
22 lawsuit for years and filed their motion to get out ten
23 years ago.

24 I think that answers both questions here, Your Honor.
25 I believe that these motions to reconsider are the subject

1 of -- proper subject to denials from the Court.

2 THE COURT: I deny the motions for reconsideration.
3 I'm denying both motions. A fruitless, futile waste of
4 time. The Attorney General is not a party at this point.
5 The issues are -- to the extent that the issues are not
6 moot, there's no basis to overturn Judge Manning's
7 decisions. I do accept the arguments, adopt the arguments
8 of Mr. Hayes and his firm and deny the motions.

9 If you'll prepare an order to that extent.

10 MR. HAYES: Yes, Your Honor. Thank you.

11 THE COURT: The next matter. Yes, sir.

12 MR. GENDE: Your Honor, the final matter is a motion
13 that Plaintiffs have filed for sanctions against Ms. Pope
14 and we have also included Mr. Silvernail and other named
15 counsel.

16 We believe that it's important to go ahead with this
17 motion at this time because of the recent order by the South
18 Carolina Supreme Court. It's been stated here today in
19 other matters that the primary goal of Mr. James Brown, the
20 godfather of soul, the hardest working man in show business,
21 through his Estate plan was to give scholarships to poor
22 needy children. And that purpose of his has been frustrated
23 in large part to the litigation brought on by Ms. Adele
24 Pope.

25 We have now litigated this case since 2013. Over the

1 course of that decade and three years, there have been
2 numerous actions that have caused us great expense and that
3 we felt were inappropriate under the rules and that deserved
4 the Court's attention. We've reach the point now where we
5 feel that we must address that matter before the Court and
6 ask the Court to address that.

7 The Estate of Mr. Brown has two questions when it comes
8 to sanctioning Ms. Pope's conduct. If not this, which I'm
9 going to talk about in a minute, then what is there
10 sanctions? And if not now, then when?

11 The genesis of the current motion for sanctions is the
12 rule to lift the stay imposed by Ms. Pope's appeals in case
13 4900. And Mr. Silvernail has filed for Ms. Pope six now
14 motions to seek to lift that stay. We detailed that in the
15 brief. We mentioned five in the brief. The sixth one
16 becomes the mirror image motion of the motion pending here
17 today that Ms. Pope and Mr. Silvernail filed in the South
18 Carolina Supreme Court. And the South Carolina Supreme
19 Court issued an order on that. We include that in our
20 brief, but I would like to read that here because words are
21 important and they need to be heard.

22 Now, what the South Carolina Supreme Court said after,
23 really, summarily denying her mirror petition to the one
24 filed in this court that Mr. Silvernail is still on here
25 today, when they denied that summarily by saying the

1 petition is simply denied, they have a paragraph that says,
2 Further, we prohibit the appellate from filing any
3 additional request to have this automatic stay lifted either
4 in the circuit court or this court.

5 And that, importantly, the Court said, we take this
6 opportunity to caution appellate that further frivolous
7 filings in the circuit court or this court in this matter
8 may result in contempt proceedings --

9 THE COURT: What page are you reading from?

10 MR. GENDE: I apologize, Your Honor. I am reading from
11 the order of March 28th of this year. It's the second page.
12 I'm at the portion right above the Justices' signatures.

13 THE COURT: That would be the second page or --

14 MR. GENDE: Well, it's kind of the third page, but the
15 first page is captioned, the order begins on the second page
16 and this is the on the third page.

17 THE COURT: I'm following you. Okay.

18 MR. GENDE: So I started reading at the bottom of what
19 would be the second page and then I just read that sentence
20 of taking the opportunity to caution appellate that further
21 frivolous filings -- now, we need to stop and think about
22 the words. It says further frivolous findings. That
23 expressly states that the South Carolina Supreme Court has
24 made a judgment about the filing that resulted in this order
25 and that it was frivolous.

1 But then after the sentence further frivolous findings
2 in the circuit court or this court, this matter may result
3 in contempt proceedings, there's this final important
4 sentence. Was it necessary to the disposition of the motion
5 or petition to lift stay, but the Supreme Court felt
6 important to add, and I think it's very important for our
7 motion. This case -- and I'm referring to case 4900,
8 although, this is captioned under the appellate caption of
9 1713. This case has been ongoing since 2010. And
10 appellate's, that's Ms. Pope's frivolous findings, that's
11 plural, and attempts, that's plural, to repeatedly delay the
12 matter have frustrated the prompt resolution of this case.
13 That's a finding not that it might frustrate prompt
14 resolution of the case, but that her frivolous filings have
15 delayed the prompt resolution of this case or even, more
16 importantly, have frustrated the prompt resolution of this
17 case.

18 That order is why we filed the motion for sanctions
19 today. It's based on a number of things. The first is the
20 six serial motions to lift stay that are an abuse of the
21 proceedings that have been filed. Surprisingly, Ms. Pope's
22 counsel did not withdraw prior to this hearing beginning.

23 The second reason that we make the motion for sanctions
24 is that this is not new conduct. We're not trying to play a
25 gotcha game where they make one mistake and then we file a

1 significant motion for sanctions based on Rule 11 and the
2 frivolous proceedings act, particularly the signature
3 portions of that. Ms. Pope has been warned by the South
4 Carolina Supreme Court about her conduct since, at least,
5 2015.

6 June 10th of 2015, Ms. Pope receives an order in a
7 James Brown Estate related case, not case 4900, but in that
8 order where she has been filing serial appeals in matters
9 where she doesn't have standing to interfere with the
10 administration of the Estate of James Brown from which she
11 had been removed for cause in part because of the extreme
12 discord between her and the members of the Estate of James
13 Brown.

14 The Supreme Court in that June 10th, 2015 order
15 concluded that with the paragraph, Pope is hereby prohibited
16 from filing any further motions or appeals in actions
17 involving the Estate and Trust of James Brown such as the
18 above actions in which she clearly has no standing. We
19 cautioned Pope that continued attempts to involve herself in
20 the resolution of the Estate and Trust may result in
21 contempt charges. I think it's telling that they used the
22 word charges instead of contempt proceedings.

23 A second warning that Ms. Pope has received came in
24 August of 2010 -- excuse me, October 10th of 2020. If
25 you'll remember that I was before Your Honor and Ms. Cheeks

1 and her co-counsel was before Your Honor and Ms. Pope, who
2 interestingly is not here this morning. I know she's
3 represented by counsel and not legally required to be here,
4 but she has sanction motions directed at her personally.

5 But Ms. Pope in that hearing about Venisha Brown's
6 Estate was seeking to be named the personal representative
7 and Trustee of that estate. The effect of that would have
8 been in case 4900 for her to have been the Defendant and
9 then to become my client and a Plaintiff by becoming the PR
10 and Trustee. You'll remember that we discussed procedurally
11 how to handle that because we felt that that was a violation
12 of the Supreme Court's prior order.

13 What ended up happening was I went directly to the
14 South Carolina Supreme Court initially as a letter, trying
15 to do it in the most kind way possible. The Court contacted
16 me and said no, we need a formal affidavit. They opened a
17 matter and they gave it a case number. And they addressed
18 my concerns that Ms. Pope was violating their prior court
19 order and was acting unethically by seeking to be both the
20 Plaintiff and Defendant in case 4900. And again, these
21 words need to be read because they need to be heard.

22 They warned Ms. Pope and said, If Respondent fails to
23 conform to these instructions, and they gave her various
24 instructions about how to act with respect to the Estate of
25 Venisha Brown that can be all summed up in the phrase stay

1 out of it.

2 If Respondent fails to conform to these instructions as
3 ordered and takes any further action with respect to any
4 case related to the Estate of James Brown, which includes
5 any proceeding in the Estate of Venisha Brown, a Rule to
6 Show Cause will be issued. And then they say, And any and
7 all violations of the orders of this Court will be
8 considered as grounds for holding her in contempt.

9 Again, she has been warned a second time about an
10 abusive filing. In fact, the Court in an order of November
11 9th, 2010, had specifically found that Ms. Pope was seeking
12 an exception to their order forbidding her involvement from
13 the Estate of Venisha Brown and they directed in that order
14 a reference to the order that I just read you.

15 Finally, as far as the Supreme Court's warning, is the
16 March 28th, 2023, just a couple of weeks ago, order that the
17 Court entered in response to the motion to lift stay that
18 Mr. Silvernail filed for Ms. Pope, that Ms. Pope signed with
19 a verification and that other attorneys were listed on the
20 signature. And I won't read the full portion of that order
21 because I read it earlier, but it is third admonition from
22 the South Carolina Supreme Court cautioning her about her
23 actions and the, most importantly, finding that her filing
24 was frivolous, finding that she had engaged in plural
25 frivolous filings and finding that these frivolous filings

1 were accompanied with attempts, plural, to repeatedly, more
2 plural, delay the matter and frustrate the prompt resolution
3 of this case.

4 Your Honor, with all due respect, I challenge Mr.
5 Silvernail's response that Ms. Pope wants to try this case
6 and wants to try it soon because this case could have tried
7 when 1337 tried about four years ago in this very courtroom.
8 Ms. Pope had led the parties along that she was willing to
9 consolidate 1337 and 4900. That would have allowed us to
10 try both cases at the same time and they should have been
11 tried at the same time because they're two sides of the same
12 coin. Our claim is a breach of fiduciary duty action and
13 that she cost the Estate money. Their claim was that she
14 isn't deserved any fee because she breached her fiduciary
15 duties. Perfect cases to consolidate and try together.

16 I was in this courtroom when Judge Early was ready to
17 issue an order consolidating those cases so we could have
18 done expert discovery together. There were nine substantial
19 experts that we named, out of state, most of them. And at
20 the hearing when we all thought they were going to be
21 consolidated, then Ms. Pope's trial counsel, who at the time
22 was Mr. Bill Bundy, came up and said no, I'm sorry, my
23 client is not going to consent to consolidation. That would
24 have had these cases over years ago. I don't think that she
25 wants to see this case tried.

1 So now we have three warnings from the South Carolina
2 Supreme Court. The South Carolina Supreme Court finding a
3 history of frivolous filings and delay frustrating the
4 prompt resolution of this case.

5 Then we have here six attempts to lift the motion for
6 stay. Mr. Silvernail said that well, the last motion to
7 lift stay in this court was necessary so we could hear the
8 59(e), that's not true -- or I should say that's not
9 accurate. The Supreme Court had given you an order
10 investing you with the ability to hear the outstanding
11 matters in the case and you have already had a hearing about
12 that and they were in the process of being resolved until
13 another delay, Ms. Pope makes a 59(e) of a 59(e) and here we
14 are a year and a half later still talking about it. I don't
15 think that she wants to see this case tried. I think that
16 she wants to delay the case.

17 Further evidence that I don't believe Ms. Pope wants to
18 see this case tried and that she's had a habit of
19 frustrating the resolution of this case, as the Supreme
20 Court has noticed, goes to the mediations that have occurred
21 in case 4900. Three court-ordered mediations have occurred
22 in this case.

23 The first one, Ms. Pope refused to come to and she
24 didn't come to. It was held here in Aiken. It was a good
25 mediation. Bob Buchanan, Mr. Buchanan was able to reach a

1 settlement. We reached a settlement with him. He's been
2 out of the case for a decade. She continues to use his name
3 to what end, I don't know, because he's not a part of this
4 case.

5 The other two mediations were conducted by Ms. Pope, I
6 submit, in such a way that an attempt to really resolve the
7 case was never even in consideration. My evidence for that
8 is, again, when case 1337 was being tried, and this number
9 is a matter of record, she indicated that she wanted 19
10 million dollars. We're talking about 14 months of services
11 of PR and Trustee that she was removed from for cause. She
12 wanted to delay the case.

13 There's also the matter of appeals. Ms. Pope has
14 appealed approximately 30 orders in this case. The exact
15 number might be 29. And then after filing notices of appeal
16 and as part of initial briefing in those cases, she's
17 abandoned most of those. A tactic to delay.

18 Another thing about the appeals, in some of the
19 affidavits, which I'll address shortly, Mr. Silvernail and
20 Ms. Pope complain that oh, we've been filing all kinds of
21 motions and sanctions and we're trying to intimidate them.
22 Well, in the appellate matters, particularly appeal 2229, we
23 had to file a number of motions to strike and ask for the
24 sanctions of our costs.

25 And here's what happened, the Court of Appeals struck

1 her initial brief. The Court of Appeals struck her
2 designation of matter. The Court of Appeals struck her
3 record on appeal. The Court of Appeals struck a final
4 brief. We got relief. The things that we were complaining
5 of were true problems. We might not have gotten all the
6 relief we asked for, but we got real and substantive relief.
7 I'm just citing these to show the contention in her
8 litigation, the disregard for the rules, the attempt to
9 delay and drag on this case is not something new that we
10 have just created in this motion.

11 Ms. Pope's contentious approach to litigation shouldn't
12 be a surprise to us, I suppose, when Wilson V. Dallas
13 recognizes that she was removed for contention or extreme
14 discord as the PR and Trustee. But I want to address
15 another thing that Mr. Silvernail brought up about the
16 default issue and the answer because it's another example of
17 how she's litigated in this case. This was not a simple
18 matter of answer with counterclaims was served on our
19 office, my partner received it and inadvertently misfiled
20 it.

21 No, Mr. Silvernail leaves out all the context for that.
22 The fact is we filed the Summons and Complaint and then
23 substantive motions to change venue and to dismiss were
24 filed and were being heard by Judge Manning. And as part of
25 those substantive hearings with substantive insignificant

1 briefing, Judge Manning had reached the point where he was
2 asking the parties to exchange proposed orders and such.
3 And those were going back and forth. And at that time, when
4 we would be expecting a proposed order, something relating
5 to those motions, an answer with counterclaims comes in when
6 she is seeking to dismiss the case, and we wouldn't be
7 expecting an answer.

8 On top of that, my partner at the time, Rhett Kendall,
9 after Judge Manning decided the motions in our favor, they
10 called up Mr. Silvernail or sent him an e-mail, one, and
11 said now that Judge Manning has ruled, we'll be expecting
12 your answer within 15 days. Clearly, raising the specter
13 that my partner, Mr. Kendall, did not know that we had been
14 served with the answer and counterclaims. What does the
15 other side do? They don't pick up the phone and say, hey,
16 we served that on you a few days ago. They let it ride and
17 a couple days after time, they file a motion. That's the
18 kind of contentious trickery that we have been dealing with
19 ever since the beginning.

20 So if all that is history, Your Honor, like I said, if
21 not now, when? If not this, what? A pressure cooker of bad
22 conduct has been happening and we ask the Court to deal with
23 it. We asked for several possible sanctions. One is simply
24 monetary sanctions for the cost of defending these frivolous
25 motions, particularly, the motion to lift stay. And that

1 could be crafted in a couple of ways. The Court could allow
2 their first motion to stand, although we believe that was
3 frivolous, also, and just award us fees for the other six,
4 including the time that we had to invest in responding to
5 the Supreme Court petition that was filed.

6 The second, I think not a bridge too far request is
7 that Your Honor with the authority you have to craft a
8 response to the conduct that I rehearsed for you and strike
9 their answer and they would then be in default and then this
10 case would go to a damages hearing. And that would bring
11 about the prompt resolution that Ms. Pope had delayed for
12 all these years. And we would ask the Court to do that. Of
13 course, the Court is free to craft whatever response that it
14 would feel appropriate as a sanction based on the conduct
15 that we've argued in our motion, which I incorporate as part
16 of our argument here and the arguments that I've made. But
17 if not now, when? If not this, six serial appeals that the
18 South Carolina Supreme Court has condemned, what?

19 And the last thing I want to say is it's so easy to
20 just argue legal positions. This goes back to Mr. James
21 Brown. It's his Estate, it's his money. And he wanted to
22 give it to poor needy children and this is a substantial --
23 this case and Ms. Pope's contentious litigation and serial
24 abusive filings and delay of this case has been a
25 substantial factor in keeping Mr. Brown's wish from being

1 fulfilled. We ask the Court to help that wish be fulfilled
2 by granting a motion for sanctions, striking her answer and
3 moving this case to the damages hearing.

4 THE COURT: Okay. Mr. Silvernail.

5 MR. SILVERNAIL: Your Honor, we've gone back and sort
6 of reinterpreted the entire history of this case, so I feel
7 to respond to that. And that starts a little earlier than
8 Mr. Gende started. This case was brought while the Wilson
9 vs. Dallas appeal was pending. That was Ms. Pope and Mr.
10 Buchanan's appeal of the approval of the 2008 settlement
11 agreement that gave half of Mr. Brown's Estate away to
12 people that he did not include and took half of Mr. Brown's
13 Estate away from his charity. And, frankly, with the
14 formulas involved and the various evaluations, half is the
15 least worst day for that settlement. Your Honor is familiar
16 with Wilson vs. Dallas and the Supreme Court was not kind or
17 reserved about its language in doing away with that
18 settlement. That was decided in 2013.

19 In 2010, that case was being briefed. This case was
20 threatened against Ms. Pope and Mr. Buchanan if they did not
21 drop that appeal. That is our position in this case. That
22 was the basis for the counterclaims. That has been our
23 position for 13 years. So I want to be real clear that, you
24 know, this has been tough and contentious litigation. It
25 was improperly threatened to try to avoid the result that

1 Ms. Pope got in Wilson vs. Dallas. They didn't reinstate
2 her, but they granted everything else. They agreed fully
3 without a brief in that case. They adopted a lot of the
4 same research and logic.

5 I've got to say to the Court because this is true and
6 my client would be horrified to hear me say it this simply,
7 Ms. Pope is responsible for the James Brown Estate having
8 half of what it's got to give to charity. She was the only
9 person who withstood that appeal, who withstood the threats,
10 who withstood the mountain of litigation that was going on
11 in that appeal against her. This has been the outcome of
12 that. This lawsuit was threatened when she would not back
13 down. At that time, Mr. Buchanan was still with her. They
14 were co-PRs. The reason -- Mr. Gende calls me out for using
15 Mr. Buchanan's name. They were co-PRs and Trustees. Every
16 single thing they did was joint. Now, for some reason, this
17 lawsuit is all these serious claims against Ms. Pope. They
18 paid Mr. Buchanan half a million dollars to leave this
19 lawsuit against him in 2012.

20 So when we start off, this case gets threatened and
21 then it gets filed and Ms. Pope is served with a Summons and
22 Complaint that says the State of South Carolina and all of
23 these individual Plaintiffs are accusing her of various
24 misdeeds and suing her for tens of millions of dollars in
25 damages. One of the misdeeds, again, in that complaint was

1 the overvaluation on a sworn tax return of an Estate to
2 better her own fee. That is a federal felony. Ms. Pope is
3 a practicing lawyer at the time with more than 35 years of
4 experience and a very nice career behind her and she should
5 have had the remainder of a nice career ahead of her.

6 This case was filed to threaten Ms. Pope and Mr.
7 Buchanan's ability to practice law in the hope that they
8 would avoid letting the Supreme Court do what they did to
9 the settlement that did very strongly disappoint most of the
10 people in this case. All of those people have since
11 resolved the litigation that they were involved in either by
12 losing or by very modest settlements that are a matter of
13 public record. Ms. Pope was right in the litigation.

14 So here she is faced with this lawsuit that threatens
15 her career, threatens her license, threatens her reputation
16 that she spent decades building and we filed affidavits from
17 a number of folks in connection with this motion setting out
18 the high standard that people see from Ms. Pope. We've also
19 filed affidavits from me and from my co-counsel, Charlie
20 Carpenter, who is very experienced and in what I believe now
21 amounts to about a 50-year career has never been the subject
22 of a motion for sanctions.

23 We are here with this case that started off as a
24 complete abuse of the process. They're complaining that all
25 this -- Mr. Gende's words were litigation brought on by Ms.

1 Pope has caused all this delay. She's the Defendant in this
2 case. Ms. Pope has the right to defend herself. She has
3 tried to do so. I'm a little horrified that they're looking
4 at this 13-year delay with any idea that Ms. Pope is
5 responsible for it.

6 As Your Honor may be aware, after Wilson vs. Dallas
7 came out in 2013, about three years into this case, Sweeney,
8 Wingate and Barrow very realistically realized that they had
9 some terrible conflicts representing all these people who
10 were now back to suing each other in Aiken County and at
11 total odds over things that were material to this case.
12 They wrote Judge Manning and took the position that they
13 were, I believe judicially creative conflict was what they
14 raised and that this case needed to be put on hold until all
15 litigation in Aiken County among their clients got resolved.
16 We kicked and screamed over that because that could have
17 taken years. Tommie Ray Hynie's case was not resolved until
18 2020.

19 But as a result of their request, they subsequently
20 moved for a stay. This case sat for three years, at their
21 request, at their insistence until Judge Early was assigned
22 to it and lifted the stay. And now the discovery was going
23 to begin anew because the discovery issues had gotten so
24 big, I think he realistically looked at it and figured we'll
25 never get through this.

1 And I want to point out what most of the discovery
2 motions were. We attempted multiple times to do basic
3 things in a case, like depose the Plaintiffs. That normally
4 happens pretty early on and it's normally not that big of a
5 deal. For various reasons that changed over time, depending
6 on what they could use, the Plaintiffs for years took the
7 position that for one reason or another they didn't need to
8 show up for depositions. If we asked for schedules, they
9 wouldn't give it to us. If we then noticed the depositions,
10 as you unfortunately have to when you can't get opposing
11 counsel to agree to a date, they filed dozens of motions for
12 a protective order that wanted to accuse us of unilaterally
13 scheduling depositions and overlooked that in most
14 instances, we had asked for dates and not gotten them. Or
15 later on, it had become clear there was no point in trying
16 to set up dates, that we'd never get a deposition if we
17 didn't just issue a notice.

18 And so depositions, I believe the first deposition in
19 this case took place in December of 2012. I may be off by a
20 couple of months there, but over a year and a half after the
21 filing of the case. That's unusual, at least, in my
22 experience and I'm one of the younger lawyers in this room.
23 But it was kicking and screaming. And then we had about
24 three months where a few depositions took place before
25 Wilson vs. Dallas came and they said oh, no, we can't appear

1 at anything, we have to wait on all these other cases to
2 end. And we're on hold for three years and then Judge Early
3 comes in and very slowly and with a great deal of pulling
4 hair and teeth, we were able to depose most of the
5 Plaintiffs.

6 We have not delayed this case. It's been hard. The
7 current appeals are issues that are important. They matter.
8 We're entitled to have review of those. And we had to
9 appeal. When Mr. Gende says that we appealed 30 orders,
10 that's in two appeals. There were a number of interlocutory
11 orders that we took issue with. We didn't stop and try to
12 make an extraordinary appeal of anything, but when we were
13 faced with final orders that were necessarily appealable at
14 that time, we went ahead and addressed the other things that
15 were there in hopes that the appellate courts could process
16 as much as possible. Again, we begged them to go ahead and
17 resolve the motions that Your Honor heard today because they
18 had the full record and the full briefing in front of them
19 to make a substantive decision and they declined to do that.

20 I know that Sweeney, Wingate and Barrow and their
21 clients do not like Ms. Pope's litigation style. I would
22 imagine that they're exhausted from having taken this
23 contingency fee case that they thought was going to require
24 service of a Summons and Complaint and then a quick
25 settlement and we're here 13 years later. But their basic

1 position is that Ms. Pope should take everything she's
2 handed, not protect herself, not take advantage of any of
3 the rules out there in litigation that I'm required to
4 exercise in her favor where appropriate. I'm sure that they
5 would have liked to have a trial much sooner. They would
6 have liked for her to have no lawyer and, ideally, no voice,
7 certainly, no money and no good defense, but this case is
8 unusual. I don't want another case that last 13 years.

9 This case has spanned my entire career. It was filed
10 before I became a lawyer and I'm now kind of experienced and
11 I've still never seen anything like it. It's been slow.
12 It's been unpleasant. That is not our fault. We have never
13 done anything -- neither I nor any of my current or former
14 co-counsel nor my client have done anything intending to
15 delay this case. We have tried to deal with the
16 extraordinary procedural and substantive issues here as well
17 as the fact that this case, they like to treat it as
18 tag-along litigation to other cases.

19 Your Honor has probably seen a dozen cases in the last
20 few years that related to some selection of the same facts.
21 We've been here today 16 years after James Brown died
22 hearing about four different matters still going on.
23 Everything that we have filed, we have filed thoughtfully
24 and believed to be the appropriate way to address things.
25 The petitioned to lift stay, again, we were remanded to this

1 court for dealing with the motions. We had a hearing with
2 Your Honor. There was an order that we believed was
3 potentially going to cause jurisdictional issues that would
4 cause further confusion later. We asked to lift the stay to
5 make sure we could proceed with this.

6 We don't want questions about was it in the right
7 court, was it before the right judge. At the end of the
8 day, whether we like it or we don't like it, we want to know
9 the final outcomes in this case are fine because everything
10 James Brown, they like to really focus on Ms. Pope and me.

11 We sought to lift the stay based on the circumstances
12 and in a couple of instances new evidence. Your Honor will
13 recall, I believe one of the first times I appeared in front
14 of Your Honor in these matters was on a petition to lift the
15 stay filed after documents released in 2020 shed a great
16 deal of really shocking light on the relationship between
17 the Attorney General and the other Plaintiffs. That is a
18 part of the facts of this case, regardless of the attorney's
19 status as a party. We filed all these motions in good
20 faith.

21 I want to move on to say that Mr. Gende's analysis of
22 the Supreme Court's three orders that on some level
23 chastised Ms. Pope, that first order from 2015 held that Ms.
24 Pope should not try to file anything in a case where she did
25 not having standing. That was the result of filings she had

1 made in her continued effort to try and protect James
2 Brown's charity from what had, essentially, become the foxes
3 guarding the henhouse. Wilson vs. Dallas undid the
4 settlement of Russell Bauknight, who was a champion of the
5 settlement and who had all sorts of known and unknown ties
6 to the parties that were then adverse to him in charge of
7 everything.

8 Ms. Pope wants this charity to be funded with as much
9 as possible. She attempted to take action that she believed
10 was appropriate at the time to try to protect the charity.
11 When the Supreme Court issued that order on June 10th, 2015,
12 Ms. Pope said okay, I understand that you don't want my help
13 with that and I will immediately cease any efforts to that
14 end.

15 The 2020 order that related to Venisha Brown's Estate
16 again talked about filings in cases where she didn't have
17 standing. I'm a little puzzled by the Supreme Court's
18 action in that case, but certainly won't question the
19 Supreme Court as just a lawyer standing here.

20 What Ms. Pope had done in that case was a procedure
21 required for anybody who might be a creditor of the Estate.
22 She did have counterclaims against Venisha. Whether there
23 will ever be a recovery, whether they will ever be restored
24 is unknown, but Ms. Pope has a probate lawyer who knows the
25 code very well and is more experienced than anybody in this

1 room working it. She knew that if she did not file a timely
2 and properly formed claim against Venisha Brown's Estate
3 that her counterclaims would be cut off, that her ability to
4 ever collect if the opportunity arose would go away.

5 It very much upset everybody else involved that Ms.
6 Pope petitioned to be named as personal representative, but
7 that is again a statutory procedure where creditors can and
8 must do that if the estate hasn't been opened and their
9 claim risk being untimely because there is no open estate in
10 which to file a claim.

11 And once again, the Supreme Court said no, don't do
12 that. We are not holding you in contempt, but we are saying
13 you're doing in that case. Despite the fact that that
14 probably called into question rights Ms. Pope has or may
15 have in the future, like in any instance where a Court has
16 given Ms. Pope a direction, she took it. Your Honor has not
17 seen her again in that case or anything related to it.

18 The order that came out at the end of March is the only
19 order from the Supreme Court that relates to this case. And
20 I won't lie, Your Honor. It was a shock. I was very
21 disappointed to see the language that the Supreme Court
22 used. Again, it's their language and it is what it is.

23 I don't believe that anything we have filed was
24 frivolous. I was very surprised to see this strong
25 language. This is the first order that the Supreme Court

1 has issued that relates to this case in which Ms. Pope
2 obviously does have standing as a Defendant. I don't think
3 anybody could take the position that either of the previous
4 orders restrained Ms. Pope from defending herself, pursuing
5 her counterclaim or otherwise moving this case along.
6 Again, she's a party involuntarily. They sued her.

7 Of course, we read the Supreme Court's order. We have
8 taken every word of that to heart. It says what it says,
9 but what's really happened here is that the Plaintiffs and
10 their lawyers, who have made a lot of noise about, asked for
11 and moved for sanctions on multiple occasions in the past,
12 they saw this and they're taking the opportunity to come
13 back and recast the entire 13-year history of this case
14 because they're happy to see the strong language the Supreme
15 Court used recently.

16 And I want to note that although the Supreme Court did
17 use strong language and was very clear and we, of course,
18 will be following that order to a tee, they didn't take it
19 upon themselves to issue any sanctions. They're the Supreme
20 Court, they could have done anything that they wanted to do
21 with what was before them.

22 I also note that they have not decided our petitions
23 for certiorari yet. There are currently two of them. One
24 from Ms. Pope's fee case and the other from this case, an
25 appeal of the grant of summary judgment on our

1 counterclaims.

2 They decided the motion to lift stay. They sent the
3 other one back for hearing, which was kind of a surprise.
4 They did not even direct as they do in some instances that
5 we're remanding that for Your Honor to deny. And I've seen
6 the Supreme Court do that and I suppose they could have
7 here. As I said earlier, I don't think we need to have an
8 argument about the motion to lift stay at this point because
9 we're here and we have now dealt with the things that were
10 remanded.

11 But I don't believe that it is appropriate -- they are
12 seeking very harsh sanctions, including the striking of Ms.
13 Pope's answer in this case and they are trying to recast
14 things -- although they have moved for sanctions in the
15 past, they haven't moved for them -- they're complaining
16 about things that they did not come to the Court to complain
17 about when they happened.

18 We've got a huge file. We've got almost a decade and a
19 half of history here. There's a lot we can complain about
20 each other on, but it does not justify the grant of
21 sanctions. It certainly doesn't justify the striking of Ms.
22 Pope's answer. We have an answer on lifting the stay. The
23 Supreme Court has said don't ask again and we won't. I hope
24 that the Supreme Court will finish processing what's before
25 it so that we can come back and move along at this level

1 toward a conclusion.

2 And while I appreciate Mr. Gende's ability to read into
3 what Ms. Pope wants, I'm here as her lawyer. I am telling
4 the Court and everybody in the room, nobody wants to live
5 through this for another 13 years. Ms. Pope does not want
6 to live through this for another 13 years. She is 80 years
7 old in a couple of months. This case has consumed what
8 should have been a nice end to her practice and the first
9 part of her retirement. We had hoped the case would move
10 along faster because a number of people involved, they have
11 retired, moved away, died or come down with something that's
12 going to affect their ability to talk about it in the
13 future. We don't want Ms. Pope to be next. I almost died
14 in the middle of this case and I don't want to be next
15 either.

16 We filed everything in good faith. I would bring Your
17 Honor's attention because Charlie Carpenter wasn't able to
18 be here with us today. He is taking care of his ill wife
19 and has limited ability to get away from home, but he's
20 presented an affidavit to confirm that he's been involved,
21 as all of my co-counsel have in everything filed here. We
22 have all worked together. As with any team of lawyers,
23 somebody may take point on something.

24 But I want to point out very clearly because Sweeney,
25 Wingate and Barrow has gone to, for some reason, the length

1 of accusing me of potentially filing things without
2 anybody's permission. I don't see that they've seen any
3 indication that that's the case, but they bring it up in
4 their motion just in case. I think mostly because they
5 probably wouldn't have filed this motion if just Charlie and
6 Daryl were Ms. Pope's lawyers. I think they filed this
7 motion just like they filed the first motion for sanctions
8 against me in 2011 in a FOIA case as an effort to try to
9 exhaust us, try to intimidate us, and, if possible, try to
10 get us to leave Ms. Pope to have to deal with this on her
11 own.

12 What we need here is to see this case move forward. We
13 have dealt with the motions. I believe they were all
14 appropriate. Charlie and Jeff Smith, my other co-counsel,
15 filed affidavits confirming that they were appropriate, that
16 we have all acted as intended. Daryl Williams is sitting
17 here with me and Mr. Smith is back behind us. All we want
18 is to get this case dealt with. We have not filed anything
19 for any purpose other than to move the case along and to
20 protect our client's interest as best we know how. So we
21 would submit that there's no basis for any form of sanctions
22 against any lawyer for our client in this case and we would
23 ask the Court to deny that motion.

24 THE COURT: Yes, sir.

25 MR. GENDE: Your Honor, I want to say briefly by way of

1 rebuttal many points were raised. Mr. Silvernail cannot run
2 away from the finding and opinion of the South Carolina
3 Supreme Court. I don't care what he believed or Ms. Pope
4 believed or the other attorneys believed about their
5 filings. The Supreme Court has said appellate's frivolous
6 filings and attempts to repeatedly delay the matter have
7 frustrated the prompt resolution of this case. That's the
8 law of this case.

9 To address some things that Mr. Silvernail brought up,
10 Ms. Pope has no victories in case 4900 or, really, in the
11 James Brown Estate related matters. She claims Wilson v.
12 Dallas is a victory. Well, I represent the Estate, personal
13 representative of the Estate, Mr. Russell Bauknight, and the
14 Estate does not see Wilson V. Dallas as a victory.

15 What Wilson V. Dallas did was, Ms. Pope, who had to be
16 removed and that decision upheld the removal because of her
17 contentious relationship withstood early and prompt
18 resolution of all the claims related to the Estate of James
19 Brown because she didn't like -- I'll admit she came up with
20 an argument that in large part, the Supreme Court accepted,
21 but the net result was this, that's why it's not a victory,
22 she got them a bigger piece of a much smaller estate,
23 instead of the Estate having percentage-wise maybe a smaller
24 piece, but of a much larger corpus. That's not a victory.

25 The only thing she got out of Wilson -- she also got

1 out of Wilson V. Dallas, you know, the upholding that she
2 had been removed for cause, listing several breaches of
3 fiduciary duty and noting her contentious relationship,
4 which has been exhibited throughout case 4900.

5 Mr. Silvernail stands here -- and I'm really surprised
6 that he did this. He stands here and says that case 4900
7 was brought as a threat to Ms. Pope to drop the appeal.
8 Here's why I'm surprised he did it, Mr. Silvernail and I
9 stood before the Court of Appeals in February of last year
10 and we argued upholding Judge Early's grant of summary
11 judgment against her counterclaims.

12 One of her counterclaims was these people sued me to
13 threaten me and force me to withdraw the case that became
14 Wilson V. Dallas. And the panel of the court asked Mr.
15 Silvernail to point to any one piece of evidence in a case
16 that had been 12 years old at that point to support that
17 allegation that that case was brought as a threat to force
18 them to withdraw their appeal and Mr. Silvernail had to
19 admit there was none. There's no documentary evidence.
20 There was no affidavit. There was nothing. So this is just
21 an example of what we have had to deal with, their
22 persistent and really, at times, irrational adherence to a
23 universe of facts which are not the facts of reality.

24 Mr. Silvernail made much of pointing to us in delaying
25 the case because after Wilson V. Dallas took away the

1 settlement agreement that bound our Plaintiffs group
2 together, we did have to tell the Court that we need to sort
3 through this. We have a judicially created conflict and we
4 need to work through it. What he neglected to say is we did
5 work through that. And there came to a point, particularly
6 before one mediation that we announced to the Court that we
7 had resolved and were able to move forward and to have the
8 mediation, which the Court ordered. And that's been the
9 status ever since. That wasn't any delay.

10 He pointed to Judge Early entering an order saying that
11 discovery in this case begins anew. Well, there was a
12 hearing which they were trying to say oh, we need to begin
13 from ground zero, you know, new interrogatories, new request
14 to produce, new everything. And Judge Early sitting in that
15 chair said, I didn't mean -- it might have been down in
16 Barnwell now that I think about it, sitting in the Judge's
17 chair said, I didn't mean you begin from square one. I just
18 mean we need to get this process going again. Another
19 example of how they cast facts in a light that just isn't
20 consistent with what's going on.

21 Mr. Silvernail accuses me of recasting 13 years of
22 litigation history. No, we're simply tired of Ms. Pope's
23 mischaracterizing 13 years of litigation history.

24 He made much of discovery issues. Of course, he
25 admitted that they've been able to depose all the

1 Plaintiffs. And he just really skirted around the fact that
2 they were unilaterally setting dates. He didn't mention
3 that most of our Plaintiffs group work from out of state.

4 And he didn't mention this, one of the motions for
5 protective order that we had to file, which was one that I
6 very much did not want to file, had to do with the fact that
7 there were depositions of our client that were being taken
8 that we wanted to have happen in our office. Our office is
9 at the corner of Lady and Pickens in Columbia. Mr.
10 Silvernail's office is a few blocks away on, I believe it's
11 Marion Street. He can correct me if I'm wrong, but it's a
12 few blocks away. We have ample conference rooms, five or
13 six in our office, big conference rooms, little conference
14 rooms. Mr. Silvernail has a former very small house with a
15 table in a room that has no discreet walls and there are no
16 places for meetings.

17 In fact, when now Governor McMaster, then Lieutenant
18 Governor was deposed as our client in a case, I prepared him
19 and Mr. Wingate defended the deposition to have conferences
20 during the deposition, they had to go stand out on the front
21 porch. I believe, and correct me if I'm wrong, it might
22 have been raining even that day. So we said, you know what,
23 you want to depose our people, why don't you come up a few
24 blocks to our office. They said no.

25 I had to file a motion before Judge Early about where

1 we were going to have depositions. And as the Judge, you
2 know how that is received. That's the kind of thing they've
3 put us through. That's their delay.

4 Another example of how we're just pushing against their
5 mischaracterization of the facts. Ms. Pope at one time
6 filed offers of judgment to all of our clients. Those
7 offers of judgment were so lopsided and intended to cause
8 our clients to agree with Ms. Pope's position and to work
9 with her in litigating her counterclaims against the other
10 clients against the Estate that it would have been
11 malpractice for us to encourage them to accept them, but
12 that's the kind of thing he's telling us we have to do. We
13 have to go along with their versions of the facts. We moved
14 to strike them.

15 He attacks Mr. Bauknight here. All kinds of conflicts,
16 all kinds of schemes, all kinds of bad things, part of the
17 dismemberment of the Estate. The fact is Mr. Bauknight sits
18 here today as the PR and Trustee of the Estate of James
19 Brown and every court in South Carolina recognizes that and
20 appreciates and approves the work that is being done.
21 That's the kind of thing that we have to fight against.

22 He talks about the Legacy Trust. He says all this goes
23 back to the Legacy Trust. The Legacy Trust is named as one
24 party in the caption of the case 4900. Case 4900 is double
25 captioned for a litigation strategy reason. It is not named

1 there. There's an order in this case that recognizes the
2 Legacy Trust never came into being, was never funded,
3 doesn't exist. They persist to talk about the Legacy Trust
4 today like it's some lynchpin to their argument. That's the
5 kind of thing that we have to put up with.

6 Mr. Silvernail says that, you know, this is -- the
7 Supreme Court order is the first order in this case. Let's
8 not get ahead of ourselves. He implied that we have not
9 been doing enough to bring their untoward conduct to the
10 Court's attention and we shouldn't be allowed to spring it
11 on them right now. But in their affidavits and even in
12 their statements today, they say we've been filing motions
13 for sanctions all along. We've been pestering them with
14 motions for sanctions. As I said in my main presentation,
15 we've been asking the Court for relief from their conduct
16 for a long time, so this doesn't spring anything on anyone.

17 I want to further support my contention that Ms. Pope
18 does not want to settle this case or try this case. Since
19 the Supreme Court has become involved and during the Court
20 of Appeals hearings, I have contacted Mr. Silvernail. I've
21 contacted him on two discreet occasions with many months
22 intervening between them and I have asked if there could be
23 any negotiations. And what we got back from Ms. Pope was
24 crickets, silence, nothing. She didn't want to sit down and
25 try to negotiate when there was an opportunity. That horse

1 has left the barn now because, legally, case 1337 says she
2 breached her fiduciary duty numerous ways. She no longer
3 has any counterclaims.

4 I understand that those issues are both petitioned for
5 cert before the Supreme Court. But all we have now is a
6 case against her. And, quite frankly, if the Supreme Court
7 denies her petition for cert with respect to 1337 and it
8 denies her petition for cert with respect to the
9 counterclaims, then all we have is a damages hearing because
10 she has been found to breach her fiduciary duties. That's
11 the law in the case at this point.

12 I want to be clear about one thing here, Your Honor.
13 We've mentioned Mr. Silvernail and the other lawyers because
14 of the responsibilities of Rule 11 and the South Carolina
15 Frivolous Proceedings Act, the signature requirement. They
16 have provided the affidavits, but in the affidavits, I
17 wasn't sure how much the nonsignators were involved. But in
18 the affidavits, they double downed on the motions, as Mr.
19 Silvernail has bizarrely done today, even when the Supreme
20 Court order says it was frivolous, and they admit that
21 everyone that we've named has participated and was fully
22 aware.

23 In any event, our target here today is not Mr.
24 Williams, it's not Mr. Carpenter, it's not Mr. Smith, it's
25 not even Mr. Silvernail, although we believe all these

1 attorneys are empowering Ms. Pope in her untoward conduct.
2 Our target and what we would ask the Court to concentrate on
3 is the conduct that Ms. Pope is overseeing.

4 I've been in this case for over a decade now, too. I
5 can recognize who wrote what, and I can tell you that Ms.
6 Pope is directing, dictating and, for that matter, writing
7 most of what's being filed.

8 I'd be happy to answer any questions the Court has.
9 Thank you, Your Honor.

10 THE COURT: All right, Mr. Silvernail, you have two
11 minutes for any response you want to give.

12 MR. SILVERNAIL: I'll be very brief. As Your Honor can
13 see, there is a --

14 THE COURT: Be brief, but not more than two minutes.

15 MR. SILVERNAIL: That's great. As you can see, there
16 is a broad disagreement on the facts generally, but I want
17 to point out a few distinct things. Mr. Gende told the
18 Court a little while ago that in our Court of Appeals
19 argument I acknowledged that there was no evidence of the
20 threat about this lawsuit. I've got to give that context
21 because that really wasn't correct.

22 That case is an appeal from an order that said there is
23 no evidentiary inquiry necessary. Judge Early ruled as a
24 matter of law that based on Wilson vs. Dallas, he didn't
25 need discovery, he didn't facts, that our counterclaims were

1 precluded. And so in that appeal, that discussion was about
2 evidence within the record. There is evidence out there
3 that supports that.

4 The other part is they complain about the Legacy Trust
5 and how it's gone and we still talk about it. I would urge
6 Your Honor to read the complaint in this case because that's
7 all we know to look at about what's going to be tried. The
8 complaint has never been amended. There have been all these
9 changes in parties. The complaint says what it says and
10 they usually try to avoid it by saying oh, well, something
11 has changed. We have been focused on dealing with the
12 pleadings that the Court is going to have to resolve at
13 trial. And so the Legacy Trust is still a part of that.
14 The entire complaint is structured around it.

15 Again, I would submit that there is not a basis to
16 sanction any of the lawyers or Ms. Pope for what has gone on
17 so far in this case and we would ask the Court to deny the
18 motion.

19 THE COURT: The Supreme Court has determined in this
20 order that Ms. Pope has engaged in abusive serial filings.
21 I've seen evidence of the same throughout numerous filings
22 that have been submitted to me. I find that the Estate --

23 Is it the Estate or the Trustee?

24 MR. GENDE: The Plaintiffs in case number 4900,
25 including the Estate.

1 THE COURT: The Plaintiffs are entitled to sanctions
2 and the Court would give strong consideration to striking
3 the answer as an appropriate sanction. I'm going to take
4 the entire matter under advisement. I would like to have
5 proposed orders submitted by the Plaintiff.

6 MR. GENDE: Thank you, Your Honor. How soon would you
7 like the order?

8 THE COURT: In two weeks.

9 Secondly, is there any reason why the Court cannot
10 order to consolidate all the pending James Brown Trustee,
11 Estate, any and all litigation in this matter?

12 MR. GENDE: Your Honor, Mr. Black can speak to that
13 because he's really overseeing the universal litigation for
14 the Estate.

15 MR. BLACK: Your Honor, in terms of what we have left,
16 we're waiting to hear from the South Carolina Supreme Court
17 on Ms. Pope's writ for certiorari, that is in the case 4900
18 and 1337. I do not see any reason why once that opinion
19 issues, assuming that the Court of Appeals is affirmed by
20 the Supreme Court or cert is denied that the case that would
21 then go forward would be 4900 because everything else would
22 be resolved other than the David Pullman action that I
23 referenced earlier, Your Honor.

24 THE COURT: Well, I'm prepared to set a trial date for
25 all pending matters that might exist at the time of trial.

1 As you all know, I have pending retirement December 31st.
2 It would be pretty presumptuous of me to set a trial date
3 beyond that date and the calendar is quite tight to schedule
4 anything prior to that date, but I think if this matter --
5 these matters are to be brought to a resolution as directed
6 by the Supreme Court, we probably must schedule a date to
7 have them tried.

8 Based on all that I hear and have heard, I don't know
9 how long these matters before the appellate court will be
10 pending, but as it relates to my calendar, I'm ready to
11 address these cases and bring them to a conclusion.

12 MR. GENDE: Your Honor, if I may mention with respect
13 to that. We agreed we want to do that. We have a number of
14 experts, even if it's just damages, who will be coming from
15 out of state. If the Court could allow us just some time to
16 consult with everyone about dates, maybe you could give us a
17 month that you'd like us to shoot for, that would help. We
18 will, of course, do whatever the Court directs.

19 THE COURT: The week of November the 6th. How long
20 would y'all anticipate a trial taking for this?

21 MR. GENDE: Case 1337 took 13 days. If it's just a
22 damages hearing, a week will be adequate. If the Supreme
23 Court does not grant petition for cert on case 1337 where
24 Ms. Pope was found to have failed in her fiduciary, breached
25 her fiduciary duties, then it will be just a damages

1 hearing. If the Supreme Court does something different,
2 then that will kind of throw the whole schedule off.

3 THE COURT: I'm going to order that all matters be
4 consolidated and be set for trial the week of November the
5 6th. I'm currently scheduled for Lexington County Common
6 Pleas that week and I would need to have Court
7 Administration change that from Lexington to Aiken. I'll
8 delay asking for that change to give you all an opportunity
9 to determine if those dates work. If those dates do not
10 work, then the week of December 18th, which is the last
11 scheduled week of this calendar year as possibly a backup
12 week.

13 I will take the matter under consideration, have you
14 submit proposed orders and include in it that all pending
15 matters are consolidated for trial.

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CERTIFICATE OF REPORTER

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STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

I, PENNY M. JOHNSON, Official Court Reporter for the Second Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings had and the evidence introduced in the hearing of the captioned case, relative to appeal, in the Court of Common Pleas for Aiken County, South Carolina, on the 14th day of April, 2023.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

April 30, 2023

Penny M. Johnson
Penny M. Johnson
Official Court Reporter

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS)
)
FIFTH JUDICIAL CIRCUIT)

Russell L. Bauknight, as Trustee of the James)
Brown 2000 Irrevocable Trust and the James)
Brown Legacy Trust, as Personal)
Representative of the Estate of James Brown,)
and on behalf of Henry Dargan McMaster, in)
his capacity as Attorney General of the State)
of South Carolina; Tommie Rae Brown,)
individually and on behalf of her minor child,)
James B. II; Daryl J. Brown, individually and)
on behalf of his minor child Janise B.;)
Lindsey Delores Brown; Deanna J. Brown)
Thomas; Jason Brown-Lewis; Yamma N.)
Brown, individually and on behalf of her)
minor child Sydney L. and Carrington L.;)
Tonya Brown; Venisha Brown; Larry Brown;)
and Terry Brown)

Civil Action No.: 2010-CP-40-4900

SUPPLEMENTAL MEMORANDUM
SUPPORTING DISMISSAL OF
COMPLAINT

2010 AUG 25 PM 3:42
NETTE W. McBRIDE
C.C.P. & G.S.
RICHLAND COUNTY
FILED

AND)

Henry Dargan McMaster, in his capacity as)
Attorney General of the State of South)
Carolina; Tommie Rae Brown, individually)
and on behalf of her minor child, James B. II;)
Daryl J. Brown, individually and on behalf of)
his minor child Janise B.; Lindsey Delores)
Brown; Deanna J. Brown Thomas; Jason)
Brown-Lewis; Yamma N. Brown,)
individually and on behalf of her minor child)
Sydney L. and Carrington L.; Tonya Brown;)
Venisha Brown; Larry Brown; and Terry)
Brown,)

Plaintiffs,)

vs.)

Adele J. Pope and Robert L. Buchanan, Jr.,)

Defendants.)

Summary of Relief Requested

Defendants Robert L. Buchanan, Jr. and Adele J. Pope respectfully submit:

1. Dismissal of the complaint is required by Probate Code §62-1-303, §62-3-

201, §62-7-704 and Rule 12(b)(1) as set out in Defendants' Memorandum dated August 10, 2010 attached hereto as **Exhibit A**.

2. The numerous additional grounds for dismissal should be addressed by the Aiken County Court if Plaintiffs elect to file there but are presented below should the Court decide to reach them.

3. The Court should issue its Order of Dismissal substantially in accordance with the proposed Order submitted herewith.

Background

On August 1, 2000 music icon James Brown finalized the estate plan he had developed over four years by creating and funding the James Brown 2000 Irrevocable Trust (the "2000 Trust").

Brown put his Aiken County home estate and his company, James Brown Enterprises, Inc. ("JBE, Inc.") into the 2000 Trust. JBE, Inc. collects about 2/3 of the royalties to more than 750 of Brown's songs.

Brown's Will left his entire music empire to the 2000 Trust, which is dedicated solely to education of certain of Brown's grandchildren and The James Brown "I Feel Good" private foundation. The "I Feel Good" foundation will provide scholarships for needy and deserving students to be educated in South Carolina and Georgia.

Brown intentionally disinherited his dozen or more children¹ and all past and future spouses from his music empire. Brown's family knew about and participated in the creation of the estate plan. In a lawsuit against their father, daughters Deanna and Yamma, acknowledged that they were excluded from the estate plan. The Brown

¹Brown's Will acknowledged legitimate children Deanna, Yamma, Terry and Larry and also out-of-wedlock children Venisha and Daryl as his only "heirs." Subject to the In Terrorem clause, the Will leaves them 1/6 each of his personal and household effects. Brown failed to acknowledge legitimate daughter Lisa, biological children LaRhonda, Cinnamon and Jeanette or

children's website, established in April 2007, confirms Brown's often-expressed desire to give the poor education as a way out, not a handout. It describes Brown as "a visionary who thought it was robbery not to give unto those who were impoverished."²

Brown's Will left his six acknowledged children only his personal effects. Consistent with Brown's beliefs, the 2000 Trust provides an education fund of about \$285,000 for seven designated grandchildren. All other heirs and claimed heirs, including past and future spouses, were intentionally omitted.

To prevent interference of wives, his companion, and litigious family, Brown placed *In Terrorem* clauses in both the 2000 Trust and his Will. (Brown had also done the same in his almost-identical 1999 Will.) Brown directed his fiduciaries to vigorously oppose all challenges to his estate plan as an affront to his wishes.

From 1999 to 2006, Brown's trustees Dallas and Cannon secretly ransacked Brown's assets both within and outside the 2000 Trust. To date there is no evidence that Brown, daughter Deanna or deceased trustee Bradley, both Brown's fiduciaries with Dallas and Cannon during the period, knew of the Dallas/Cannon misappropriations before Brown's death.

Brown died on December 25, 2006 leaving an \$85 million music empire. If fully

claimed but unconfirmed children James II and Deon (incarcerated).

²See The Brown Family Children's Foundation website and related information. This foundation was created in Georgia in April 2007 by Deanna, Daryl, Yamma, Larry and other clients of Louis Levenson, all of whom at the time acknowledged the validity of Brown's estate plan in sworn affidavits filed in Aiken County [Aff. D. Thomas, D. Brown, Y. Lumar (2)]. At the time the foundation was limited to solicitation of funds for turkey giveaways and toy giveaways during the holiday season. These same children later filed Case 2007-CP-02-0872 ["Case 872"] asserting that Brown was unduly influenced to leave his assets to education. Buchanan and Pope, as PR/Trustees, answered and counterclaimed on March 26, 2008 seeking alternate probate of

funded as set up by Brown, the "I Feel Good" Trust may be South Carolina's largest private foundation dedicated solely to educating needy and deserving students.³

Plaintiffs Deanna and Yamma immediately accepted, then abandoned, positions with the 2000 Trust. Brown's attorney Debra Opri who represented Brown in a California lawsuit from 2000 to 2002, appeared for the family on the "Larry King Live" television show to discuss the Trust.

Brown's Will was probated in Aiken County on January 18, 2007 and the trustees named Personal Representatives ("PRs").⁴

On January 24, 2007 the six acknowledged children and grandchildren Forlando and Romunzo brought Case No. 2002-CP-02-0122 ("Case 122") to remove Dallas and Cannon as PR/Trustees.⁵

By order dated November 20, 2007, Buchanan and Pope were appointed

Brown's 1999 Will. The AG was served with the amended complaint, but did not answer, leaving the defense of the estate plan to Buchanan and Pope.

² Brown's assets are sometimes referred to as being \$100 million. The \$85 million reflects the \$100 Million reduced by a royalty-backed debt (TIAA note) incurred by Brown and JBE, Inc. in 1999 when Brown borrowed \$26 million and secured it with future royalties. More than \$12 million of Brown's money from the TIAA loan and other sources was siphoned off between 1999 and 2007 by Dallas and Cannon. In addition to being trustees, Dallas and Cannon held Brown's power of attorney ("POA") with Deanna and Bradley. Less than \$11 million is now owed on the TIAA note, which was reduced by more than \$5 Million between November 2007 and May 2009.

⁴ Atlanta Attorney Levenson, then representing Brown's six acknowledged children, requested that Dallas and Bradley not submit the Will for probate. Then-counsel Thurmond, Miller and Massey properly concluded that S. C. law required the Will to be delivered to the Probate Court.

⁵ Neither Deanna nor Bradley participated in the fabrication by Dallas of a second "Fabricated Schedule B" to the 2000 Trust, making it appear that Brown's Publicity Rights, worth about \$50 million, had been placed in the 2000 Trust before Brown's death. Dallas testified that the Fabricated Schedule B was created at the direction of attorney Cam Lewis — hired months after the fabrication. Bradley's testimony, however, demonstrated Dallas' statement was false.

PR/Trustees, replacing Dallas and Cannon.⁶

In January 2008 Forlando, through Atlanta law firm Powell Goldstein (“PG”), filed a federal suit asserting Buchanan and Pope were illegally appointed; illegally serving; and had mismanaged and converted 2000 Trust assets for their private benefit.⁷ He also sought the return of Dallas and Cannon as trustees.

In early 2008 Terry, Forlando and Romunzo filed six grievances against attorney Levenson in 2 states.⁸ By this time, Terry and Forlando were allied with an investor group, Dallas and Cannon, in a proposed \$100 Million sale of Brown assets, with Terry as a purchaser and Forlando secretly having 39% of the purchase entity (The “Terry/Dallas Group”).⁹ Between January and March 2008, while simultaneously challenging the authority of Defendants to act as Trustees, the Terry/Dallas group

⁶ Both Dallas and Cannon, in different ways, attempted to retract their resignations as trustees – but not as PRs. Cannon’s matters were resolved by the South Carolina Court of Appeals in a decision dated November 6, 2009. He has since appealed the Order granting certain attorneys’ fees. Dallas’ attempt to withdraw his resignation in Case 122 is pending in the South Carolina Supreme Court. Bauknight has not attempted to dismiss the Appeal despite Bradley’s death and Dallas’ failure to appeal Bauknight’s appointment and Dallas’ threatened bankruptcy.

⁷ PG has represented the Estate, the 2000 Trust, Dallas, Terry, Cannon, Forlando and TJBL, LLC, the investor group owned 39% by Forlando which seeks to purchase the Brown assets with options or a “kickback” to Dallas and Cannon. PG billed the Estate \$48,225, but has refused to deliver the file as directed by Order dated August 10, 2007. In July 2007 PG sent secret documents to Dallas and Cannon to transfer the 2000 Trust to Georgia to escape S.C. Court scrutiny. Thereafter, Cannon told the Court they had never hired PG. Dallas asserted there was a single consultation in February 2007 and no file. But Dallas’ counsel Byrd corrected Dallas’ false representations after the \$48,225 PG re-bill arrived in March 2008. PG attorney Dempsey, after being terminated with Dallas’ consent in the August 10 Order, worked on Dallas’ motion to require recusal of Judge Early.

⁸ Terry and Forlando, now represented by PG, became joint venturers with Dallas and Cannon who are seeking to receive options or a “kickback” on the sale. After the Court-ordered termination, PG attorney Dempsey worked with Dallas on his unsuccessful attempts to have Judge Early recuse himself. The same week Forlando’s federal suit was prepared. In the Spring of 2009 Terry’s Counsel threatened to file a grievance against Buchanan if he did not resign. The letter was delivered to the Court and parties.

offered¹⁰ to purchase the James Brown assets (good title; free and clear of liens) for \$90 - \$102 million.¹¹ The Court was notified of the rejection of the offers.

On February 5, 2008 the Estate/Trust filed Aiken County Case 2008-CP-02-322 ("Case 322") against Dallas, Cannon and others, seeking return of more than \$12 million misappropriated since 1999. Dallas counterclaimed. Case 322 is pending.

By March 8, 2008, some Plaintiffs had filed the amended complaint in Case 2008-CP-02-872 ("Case 872")¹², known as the "Will/Trust/Heirs Case."

More than 8 claims cases were filed in 2008 after Defendants disallowed certain disputed claims, and others with amounts due, but requiring court review.

⁹ Dallas and Cannon sought secret options or a "kickback" on the sale, as well as a commission from the Estate/Trust.

¹⁰ Investors Cox, Defendants and others refer to the communications as "offers", although they were strictly Letters of Intent to conduct due diligence and make an offer.

¹¹ The Case 122, 872 and 1647 files show that all offers were disclosed to the Court and parties when made, but that offers made between October 2007 and March 27, 2008, which required certification of good title to assets free and clear of liens, could not be accepted at the time. Reasons they could not be accepted included: (1) the Deanna/Yamma group had just filed Case 872 challenging the 2000 Trust they had ratified and served under. (2) Terry, Forlando, Dallas and AG McMaster were asserting Defendants' appointment, under reconsideration until April 8, 2008, was invalid. (3) Terry and Forlando filed documents in the Probate Court to assert that all orders issued in Case 122 affecting the 2000 Trust were invalid. (4) the hearing on Forlando's requested federal injunction to prevent the 2000 Trust from taking any action was pending; (5) the \$31 million Pullman S. C. claim was unresolved; (6) the Estate Tax Return was not filed; (7) IRS recognition of the status of the "I Feel Good" Trust was pending; (8) and Dallas/Cannon/Bradley had filed \$16.5 million of frivolous claims against the estate. Many of these issues were resolved by the April 8, 2008 Order in Case 122, and more by the end of 2008. A July 14, 2008 Order of Judge Cureton cleared the way for Defendants to fully administer the 2000 Trust and Estate pending the Dallas appeal. Fewer than 30 days later, Hynie Brown's counsel – purporting to speak for the AG of South Carolina – directed Defendants to "stand down" and take no action for the Estate. After Case 1647 was filed on November 7, the January 7, 2009 order confirmed Defendants' full authority to continue to act. When Defendants entered discussions about a possible court-approved beneficial "right of first offer" Hynie Brown's counsel filed a motion – which is still pending – seeking an *ex parte* restraining order to prevent any sale. Similarly, the AG and Hynie Brown acted to prevent a beneficial 2-year Publicity Rights contract with Bill Gates company GreenLight which could have been in place May 1, 2009 - May 1, 2011.

¹² The order was issued while Case 872 was still part of Case 122.

By Orders dated March 7 and April 8, 2008 the Court in Case 122 reviewed the actions of Buchanan and Pope; made detailed findings; and denied all motions to reconsider their appointment. Only Dallas appealed.¹³

On July 14, 2008 the South Carolina Court of Appeals directed that the Christie's auction, already approved by two Case 122 orders, proceed. Motions for costs for interference with the Christie's auction sale are pending in Aiken County.

A July 23, 2008 order in Case 872 approves education benefits to certain beneficiaries of the 2000 Trust. Reconsideration is pending.

On August 10, 2008, after a secret mediation from which Defendants and others were excluded, the AG, Hynie Brown and some Plaintiffs signed a "private binding agreement among the parties hereto." The parties agreed to seek replacement of Defendants and to work to defeat the interests of Will and Trust beneficiaries. [See Aug. 10 Agmt.] The agreement stated in part:

Although the parties hereto may agree to ask the Court to approve this agreement, this agreement remains binding among the parties and applies to the personal representatives and trustees even if not approved by the Court.¹⁴

¹³ Bradley appealed but is deceased.

¹⁴ The Agreement also stated:

1. All parties who sign below hereby recognize and stipulate...that Tommie Rae was the legal wife of James Brown...
3. All parties agree to say nothing negative in public or to any representative of the media about any of the parties hereto...
5. a) that a joint motion or other pleading will be filed seeking the removal of Mr. Robert Buchanan and Ms. Adele Pope ...

...
b) that a charitable trust substantially similar to the August 1, 2000 Irrevocable trust (hereafter the "Charitable Trust") shall be created ...

...
d) that the parties hereto will create an entity (the "settlement entity") that will receive any and all assets or proceeds payable to any of the parties by virtue of any rights of James Brown ...entities of James Brown,...the Estate of James Brown... the August 1, 2000 Trust ..The parties will divide ...all such assets and

On August 12, 2008 counsel for Hynie Brown directed Defendants to take no further action on behalf of the estate.

By order dated August 17, 2008 the Dallas, Cannon and Bradley claims cases became 2008-CP-02-1425, -1426 and -1427.

On October 23, 2008 Defendants conducted hearings in claims cases, resulting in orders dismissing the Pullman \$31 million S. C. claim and resolution of other cases.

On November 7, 2008 the AG and some Plaintiffs filed Case 2008-CP-02-1647 ("Case 1647"), alleging improper actions by Defendants. Defendants' motions to dismiss, for summary judgment, answer, cross-claim and counterclaims are pending and several orders from Case 1647 are now on appeal in the S. C. Supreme Court.

On November 12, 2008 Cannon tendered a forged agreement, intended to make the \$900,000.00 taking discovered by Defendants appear to be compensation. On November 18 and 19, 2008, Terry attended two days of hearings in the Forlando injunction hearing in Federal Court. PG attorneys fully examined Buchanan and Pope about all alleged improprieties.

Between January 30 and April 6, 2009 hearings took place in Case 1647. Buchanan and Pope were extensively questioned.

On February 10, 2009 Hynie Brown sought an ex parte Restraining Order against Defendants in Case 1647, asserting they were improperly trying to sell James Brown's

or proceeds (1) 50% to the Charitable Trust; (2) 25% to Tommie Rae...(3) 25% to all parties hereto represented by Louis Levenson as they agree among themselves.

....
k) The parties agree to use their best efforts to extinguish any other outstanding

estate.

In March 2009 James II filed a petition for review of Defendants' compensation in Case 1647 and in the Probate Court. It is pending.

Between January and April 2009 Defendants' opposition to transferring more than \$50 million from Brown's estate plan to disinherited beneficiaries was fully aired, as were the opinions of Pope and tax expert Harley Ruff about the likely negative tax consequences to the "I Feel Good" foundation of Bauknight's Legacy Trust and Terry's right of first refusal to buy James Brown's assets.

On May 22, 2009 Defendants filed a case in the Aiken County Probate Court seeking review of their service; compensation; that of others; and other relief.

Effective May 26, 2009 the Court of Appeals relieved Buchanan and Pope of further liability with respect to management of the 2000 Trust and Estate pending the Case 1647 appeal. The Court of Appeals confirmed that such liability rests with Bauknight. See Order of November 6, 2009 in the Cannon Appeal.

In June 2009 Defendants, reserving all rights under the appeal, filed a final accounting in the Aiken County Probate Court.

On August 3 and 6, 2009 the AG obtained two *ex parte* orders in Aiken County, which became Case 2009-CP-02-1810. Appeal of the Case 1810 *ex parte* orders is consolidated in the Supreme Court with the Case 1647 appeal.

On August 12, 2009 Hynie Brown served requests for production of documents and interrogatories on Defendants in Case 1647.

On February 22, 2010 Cannon was indicted for felony breach of trust for each

interests or claims by any potential heir, devisee, or successor ... [Emphasis supplied.]

year from 1999 through 2006 and for uttering the forged “compensation agreement” on November 12, 2008.

More than 80 orders and decisions have been issued in the Aiken County James Brown cases and appeals from those cases. About 25 attorneys have represented Plaintiffs in these cases. Multiple allegations of wrongdoing by Defendants have been made and aired in more than 20 days of hearings in Aiken County – most recently in Case 1647. All Plaintiffs, by testimony, through counsel, and in sworn filings and documents, are on record as to their position about Buchanan and Pope’s conduct at any given time since March 7, 2007.

The issues raised in the complaint herein have either been decided or are pending in Case 122, Case 872 and Case 1647 and other Aiken cases or their appeals.

Defendants have been under a microscope in Aiken County since March 7, 2007. Their every action was fully known to Plaintiffs days, if not minutes, after it took place.

Argument

- I. Dismissal is Required Under Probate Code Sections 62-1-303, 62-3-201 and 62-7-204, and Rule 12(b)(1). All other grounds for dismissal should be considered by the Aiken Court.**

Defendants respectfully submit that this matter should be dismissed on the statutory grounds set forth in the Memorandum dated August 10, 2010 (Exhibit A). A proposed order to that effect accompanies this memorandum.

While dismissal is also appropriate on each of the grounds stated in the Motion to Dismiss and discussed below, these should be reserved for the Aiken County Court.

II. The Attorney General is Prohibited from Seeking Money damages for Hynie Brown and Terry in this Private Tort Suit.

This case must be dismissed, as the AG does not have the authority to file an action seeking money damages on behalf of private individuals. In this case, the AG seeks money damages from Defendants for the benefit of various individuals disinherited by the Estate Plan of James Brown. The AG must have specific legislative authority to seek money damages on behalf of individuals or businesses via *parens patriae* actions.¹⁵ There is no such authority granted to the Attorney General for the claims at issue in this case and to allow the case to proceed would violate the due process rights of Defendants. This action should be dismissed.

In *California v. Infineon Technologies AG*,¹⁶ the Federal District Court for the Northern District of California considered whether AGs of various states, including South Carolina, could bring suit in a California Federal Court for money damages against technology companies.¹⁷ The claims made therein were on behalf of both the states themselves and individuals and businesses within each state. That Court found that, under South Carolina law, the South Carolina AG was not only unable to bring such a

¹⁵ *California v. Infineon Technologies AG*, 531 F.Supp.2d 1124 (N.D. Cal. 2007). In that case, the plaintiff attorneys general sought money damages on behalf of their respective states, as well as individuals and businesses in their respective states. The Court undertook a thorough discussion of the ability of each state's Attorney General to sue for money damages under the various theories asserted. It found that the South Carolina Attorney General needed specific legislative authorization to sue for money damages, and that no such authorization had been made under the Unfair Trade Practices Act. Moreover, it found that the common law *parens patriae* authority extended only to actions for injunctive relief. The Court held that the South Carolina Attorney General would require specific authorization by the legislature to seek money damages on behalf of individuals or businesses.

¹⁶ *Id.*

¹⁷ *Id.*

suit in California, but the AG was also without authority to sue for money damages in any situation not specifically authorized by the legislature.¹⁸

Here, no such authorization has been issued. The South Carolina Code has two sections pertaining to the AG's authority in respect to trusts. SC Code Ann. §1-7-130 grants limited authorization to the AG, among others, to:

. . . enforce the due application of funds given or appropriated to public charities within the State, prevent breaches of trust in the administration thereof

This statute makes no provision for the AG to participate in a private tort action seeking money damages for wrongs which have allegedly been committed in the past. This lawsuit does not seek any sort of injunctive relief which could amount to enforcement of the due application of charitable funds, nor does it seek to prevent breaches of trust.

Likewise, SC Code Ann. §62-7-405(c) limits the Attorney General's power to bring suits related to charitable trusts. That statute states, in pertinent part, “. . . the Attorney General . . . may maintain a proceeding to enforce the trust.” This statute also grants the AG only the authority to “enforce” a charitable trust. This case is wholly unrelated to enforcement of any charitable trust, as it seeks only money damages related to private tort claims.

Since SC Code Ann. §§1-7-130 and 62-7-405(c) do not grant the Attorney General authority to bring this action, which authority must be granted by the legislature under *California v. Inferion Technologies AG, supra*, this action must be dismissed.

¹⁸ *Id.* at 1170.

III. The Attorney General may not assert private tort claims of individuals.

The AG is acting outside the scope of his *parens patriae* authority in asserting the private tort claims of individuals in this action. The AG has asserted no separate or unique claim of the state, as distinct from the claims of the private individual plaintiffs. As such, the AG is not acting within his *parens patriae* capacity, and this suit must be dismissed.

The Supreme Court of the United States held in *Alfred L. Snapp & Son, Inc. v. Puerto Rico, ex. rel., Barez*, 458 U.S. 592 (1982), that, in order to maintain a *parens patriae* suit, a State must articulate an interest apart from the interests of particular private parties, that is, the State must be more than a nominal party. *Id.* at 593. Here, no such interest exists.

The AG joins in claims by and for the benefit of private individuals without asserting any independent interest. All claims in this action are asserted jointly by all of the Plaintiffs, and the Complaint in this action does not assert any basis for the AG's involvement. The relief sought, if proper at all, could be sought just as effectively by the 2000 Irrevocable Trust and/or the Estate. The Attorney General does not and could not assert an independent or unique claim for the State of South Carolina.

In sum, the AG has no authority as *parens patriae* to bring or participate in this lawsuit, and the case must be dismissed.

IV. The claims of all Plaintiffs are barred by SC Code Ann. Section 33-56-180

All of Defendants' actions complained of occurred while they were employees, as

defined in §33-56-170(2)¹⁹ of the “I Feel Good” Trust, a 501(c)(3) private foundation, described for purposes of §33-56-180 as a charitable organization.

SC Code Ann. §33-56-180(a) provides:

A person sustaining an injury or dying by reason of the tortious act of commission or omission of an employee of a charitable organization, when the employee is acting within the scope of his employment, may recover in an action brought against the charitable organization only the actual damages he sustains in an amount not exceeding the limitations on liability imposed in the South Carolina Tort Claims Act in Chapter 78 of Title 15. *An action against the charitable organization pursuant to this section constitutes a complete bar to any recovery by the claimant, by reason of the same subject matter, against the employee of the charitable organization whose act or omission gave rise to the claim unless it is alleged and proved in the action that the employee acted in a reckless, willful, or grossly negligent manner, and the employee must be joined properly as a party defendant. A judgment against an employee of a charitable organization may not be returned unless a specific finding is made that the employee acted in a reckless, willful, or grossly negligent manner. If the charitable organization for which the employee was acting cannot be determined at the time the action is instituted, the plaintiff may name as a party defendant the employee, and the entity for which the employee was acting must be added or substituted as party defendant when it reasonably can be determined.* [Emphasis supplied]

The AG and Bauknight, now acting for the “I Feel Good” Trust, must *defend* this false claim against Defendants – not bring it.

V. The hiring of contingency fee counsel by the Attorney General violates the Due Process rights of Defendants.

The AG’s retention of an outside, financially interested attorney to pursue the State’s claims against Defendants violates the Due Process rights of Defendants. “Due

¹⁹ “Employee” means an agent, servant, employee, or officer of a charitable organization.

process requires the government's attorneys to be financially disinterested in the outcome of the litigation inasmuch as they are –ostensibly, at least – serving the public interest, and not their own financial interests.”^{20/21}

In this case, the Attorney General, joined by private individuals, has hired Kenneth B. Wingate to pursue the interests of the State, *and their private interests*. His engagement has been reported to be on a contingency fee basis, giving counsel a financial interest in the outcome of the litigation. Even if Plaintiffs' counsel were not hired on a contingency basis, clients of attorneys Levenson and Rosen, counsel in Aiken, bring this action for their private interest and for their counsel to secure an estimated \$12-14 Million in *contingency* fees under the settlement. Because contingency arrangements motivate Plaintiff's counsel and counsel for the private parties to seek the highest possible financial return, rather than to seek a fair and just result, the arrangement violates the Due Process rights of Defendants. The Supreme Court of the United States has acknowledged that, “although an attorney for the government is an advocate, his client's goal is not to prevail but to establish justice.”²²

S.C. Code Ann. § 33-56-170(2).

²⁰ *Commonwealth of Pennsylvania v. Janssen Pharmaceutica, Inc.*, No. 24 EAP 2009 (Saylor Dissent) (Pa., Decided August 17, 2010) (citing *People ex. rel. Clancy v. Superior Court*, 705 P.2d 347 (Cal. 1985))

²¹ Although several recent cases where recovery would serve the public good have approved contingency arrangements to represent State interests, these cases are readily distinguishable because the interests asserted by the State were to the benefit of the public. The interests asserted by the State in this case are those of private individuals, without any benefit to the general public of South Carolina. See, e.g., *Philip Morris Inc. v. Glendening*, 349 Md. 660, 709 A.2d 1230 (1998); *Priceline.com Inc. v. City of Anaheim*, 180 Cal.App.4th 1130 (2010).

²² *Janssen, supra*, citing *Brady v. Maryland*, 373 U.S. 83, 87, 83 S.Ct. 1194, 1197 (1963).

The joint representation by one firm of the Attorney General *and* the numerous other Plaintiffs is untenable in light of the above. Not only does Plaintiffs' counsel have a financial interest in the outcome of the case, but he also has a duty to his private individual clients to achieve the best financial result. This duty is in direct conflict with the State's duty to seek a just result in this action. This is an irreconcilable conflict of interest.

VI. Rule 12(b)(8) requires dismissal because the same claims between the parties are pending or have been resolved in Case 122, Case 872 and Case 1647, or their appeals.

Rule 12(b)(8) requires dismissal if the same matters are pending between the same parties in another action. That is the case. All parties to this action are parties to Cases 122, 872 and 1647. No Plaintiff has appealed any order of the more than 50 orders issued in Case 122. All are bound by the common history, the orders, and their admissions through testimony, filings and statements of counsel, in the Aiken Cases.

There are more than 300 filings in Cases 122, 872 and 1647. Every action of Defendants has been immediately disclosed and been challenged by at least one Plaintiff, often (before August 10, 2008) while other Plaintiffs vigorously defended the acts of Defendants. Every allegation raised in the complaint is or has been under scrutiny in one or more of the Aiken County cases.

In addition to Cases 122, 872 and 1647, Defendants commenced a case in Aiken County Probate Court on May 22, 2009, for a Declaration of Rights as to the allocation of responsibilities between the AG and PR/Trustees, guidance as to Succession, approval of their accounting and actions as PR/Trustees, and review of their employment and

compensation and that of others who served the Estate and 2000 Trust; for the confirmation of their appointment of a Third Trustee and Successors; for guidance related to the frivolous Forlando suit; and for guidance related to substitution of parties. The AG was served but has not answered. That case is pending.

On June 24, 2009 Defendants also moved in Case 1647 and several other cases for Payment of Commissions and Related Relief. Their request was supported by affidavits setting out in detail their service and expenses, and the priority expenses of administration of Brown's Estate. On July 20 they requested that the Court either rule on the record or hold the matter in abeyance pending the Case 1647 appeal. An affidavit of W. Steven Johnson accompanied their July 20 filing.

On August 12, 2009 Hynie Brown served Interrogatories and Requests for Production to Buchanan and Pope in Case 1647 related to their service. The entire issue of the propriety of service of Buchanan and Pope, to the extent not resolved by the orders in Case 122, is before the Aiken County court in these cases.

The following chart shows just *some* of the places where Defendants' alleged improper actions set out in Paragraphs 18 and 19 of the Petition are before the Aiken County Court, the Supreme Court, or have been resolved in the Aiken cases.

- | | |
|--------------------|--|
| <u>18.a.b.c.d.</u> | Subject of Case 122. See order dtd. 4/8/08; also subject of Case 1647, see Am. Complaint dtd. 11/7/08, Ans. CC, dtd.11/21/08; Petition for Rev. Comp. of James II; Claim of James D. Bailey; Complaint, Case. Motion for Commissions, Case 1647 and other cases. |
| <u>18 e</u> | Raised in Case 122 and Dallas appeal. and resolved by orders Dtd. 2/20/08, 4/1/08 and Ct. Appeals Order dtd. 7/14/08. See Mot. for costs pending, Case 122. |
| <u>18f.g</u> | See 18 a - d above; accountings on file in James Brown estate; Complaint |

dtd. 5/22/09; claims filed Aiken County; withdrawal of GT claim; Order in Pullman claim.

18h See Order dtd. January 8, 2008, Case 122, directing that Defendants shall be paid \$317,000 plus costs, for service as Special Administrators (“SAs”), through November 20, 2007, to the extent not paid within 60 days, to bear interest at the legal rate; shall receive continuing payments as set out therein on a “time plus costs” basis for themselves and their staff, commencing November 21, 2007. This shall be a deposit toward, and without prejudice to, their full commissions. . . [Attached to Mot. Dismiss.] Also see above motions. See Ord. dtd. 4/8/08 approving all acts to date.

18i. Subject of Cases 122 and 1647. See Terry’s motion to declare all Case 122 orders not binding on the 2000 Trust; See challenges of S.C. and Ga. AG s and Dallas to appointment of Buchanan and Pope pending from November 30, 2007 through April 8, 2008 at which time all acts of Buchanan/Pope to date approved. See Order dtd. 2/20/08, Case 122 finding Forlando suits prevents traditional mortgage. See also discussion of Forlando suit to enjoin trust, return Cannon, Dallas, Tr. 1/9/08, p. 42, 43, Tr., 2/7/08, pp. 23- 30; Tr. March 7, 2008, pp. 171 - 177 prior to April 8 Order. Also see January 8, January 9, February 20, March 7, April 1, and April 8, 2008 Orders, Case 122. See Mot. for ex parte order of Plaintiff Hynie Brown to prevent sale; Ltr. to Court in Case 122 explaining rejection of sale; filed Ltr. of Sonny Jones dtd. December 5, 2007, related to Case 122, “I have heard for three months that the sky will fall” if \$100 million sale not accepted and responses. Order dtd. 4/8/08 approving actions.

18j,k,l,m,n Raised in amended complaint and hearing, Case 1647.

18o i - iii raised in Case 1647

18 p I See 18h, above

18 p ii Subject of Case 122 and April 8, 2008 Order.

18p iii Subject of Case 1647 and Petition of James II

18q Subject of Case 122, Case 872, Case 1647, and Forlando Case

18 r,s,t,u Subject of Case 1647, including appeal.

19. Subject of Case 1647 and Case 122. Also see Order of Ct. Appeals dtd. November 6, relieving Defendants of all liability in connection with

Estate/2000 Trust administration pending appeal, effective May 26, 2009.

VII. No Cause of Action Exists as to Paragraph 18m because the matter is on appeal and Attorney General McMaster's attempt to silence criticism violates his public duty and the First Amendment and Due Process rights of Defendants.

The AG, with a right to *enforce* the due application of monies given to *public* charities, seeks damages against Buchanan and Pope to punish them for carrying out their duty under James Brown's Will and 2000 Trust. Brown's estate does not create a *public* charity. The 2000 Trust is a private, *irrevocable* inter vivos trust which divides into a 501(c)(3) private foundation for education and a *non-charitable* education trust for the grandchildren.

The U. S. Supreme Court addressed the limits of enforcement powers of the State in the 1829 case of *Inglis v. The Trustees of the Sailor's Snug Harbor*, 28 U. S. 99.

In *Inglis* the Supreme Court allowed the New York legislature to enact a statute to establish a sailor's home on the testator's land only because *the testator had specifically requested legislative action* under certain circumstances. The Court stated:

If after such a plain and unequivocal declaration of the testator with respect to the disposition of his property, so cautiously guarding against and providing for every supposed difficulty that might arise, any technical objection shall now be imposed to defeat his purpose, it will form an exception to what we so unequivocally laid down in all our books as a cardinal rule in the construction of wills that the intention of the testator is to be sought after and carried into effect. *Id.* at 99,113.

Inglis found that the State could act only because it was *contemplated by the testator's will*. Even so, a concurring opinion warned "It is one thing to enforce a charitable trust, and quite another to destroy the legal rights of the parties to which it is

attached.” New York State did not, as here, take about 65% of the decedent’s assets and direct them to those he intentionally disinherited.

The Plaintiffs assert a right to “take over” all aspects of the James Brown litigation of both the estate and 2000 Trust solely because Brown created a private foundation. The AG asserts he may, at will, appoint and replace trustees. He asserts he may even convert Brown’s private foundation to a public foundation if the benevolence he has bestowed on Brown’s disinherited relatives has run afoul of the IRS regulations for private 501(c)(3) foundations. The AG asserts that Defendants’ defense of the AG’s attempts to transfer \$50 million to persons Brown expressed a clear intention to disinherit is “gambling with the Attorney General’s money.” See Hearing Transcript in Case 122 September 28, 2008, p.43.

After securing Defendants’ removal with no cause existing or found, the AG now seeks money damages against them because they will not sign, *as PRs*, an agreement, under pain of contempt, not to criticize the AG or the settlement.

The AG’s statutory authority to *enforce* and *parens patriae* authority cannot be so broad as to ignore the First Amendment and Due Process clauses. No public purpose can be served by this heavy-handed violation of Defendants’ First Amendment and Due Process rights.

VIII. Dismissal is required because all allegations have previously been decided in favor of Defendants by Orders, filings and admissions in Aiken County cases.

In the unusual posture of this case, the Court should take judicial notice of the orders, filings and admissions of Plaintiffs *of record in Aiken County* which demonstrate

that all allegations against Plaintiffs have been fully aired by the Aiken County Court and either specifically approved by Plaintiffs, the Court or both.

At all times since Defendants' November 20, 2007 appointment at least one Attorney General, one additional Plaintiff²³, and one former PR/Trustee have opposed their every action. This has resulted in close, immediate and continuing court scrutiny of the allegations contained herein; numerous court decisions; and admissions in the record or by failure to appeal of all Plaintiffs. The Aiken County record shows that Defendants were replaced by Bauknight *without any finding of cause* solely because the AG contracted on August 10, 2008 to remove them as part of a settlement reached with no due diligence; no analysis of the impact of the Federal Copyright Act; and based on the outrageous suggestion – made by Hynie Brown and accepted by the AG – that the “Attorney General’s *only witnesses* to the validity of James Brown’s estate plan were a murderer and three bad trustees.”²⁴

²³ Sometimes Terry, sometimes Hynie Brown, and others after August 10, 2008.

²⁴ The AG did not advise any PR/Trustees of the secret mediation. Neither the AG nor Bauknight – who recommended the August 10 agreement to the Court – conducted any due diligence regarding Brown’s Estate Plan. Bauknight did not review the pleadings and admitted he knew nothing about James Brown’s wishes. He relied on disinherited family members to recommend that the court approve taking \$50 million from Brown’s estate plan and giving it to them. Had either Bauknight or the AG done any due diligence they would have found that those very persons joined by Brown’s grandchildren and a host of Brown’s independent attorneys in three states, business associates, and employees had already – under oath and in filings of record in Aiken County – confirmed the validity of Brown’s estate plan; his desire to leave his music empire for needy and deserving students; his fierce independence; his careful plan to quell any contest to his documents; his voice tape confirming his desires; and his open discussion of his desires over six years. Bauknight and the AG ignored affidavits by Daryl, Yamma and Deanna filed in Case 122 in January 2007 confirming their status under the Will. They ignored that Deanna and Yamma had allied themselves with Dallas and Cannon in December 2006, with Deanna agreeing to be a trustee of the 2000 Trust and Yamma executive assistant. They ignored Deanna’s October 31, 2007 deposition confirming that she had accepted the trustee position and that the estate plan carried out her father’s wishes. They ignored that Deanna, Yamma and others had uncontrolled access to the Trust property after Brown’s death in an agreement with Dallas

and Cannon. They ignored that Daryl had remained in business with Brown and attended business meetings with Dallas, Cannon and Brown in the fall of 2006. They ignored that Daryl, Deanna and Yamma were primary witnesses to the fact that neither they nor Brown knew of Dallas' and Cannon's misappropriations until after Brown's death. The AG and Bauknight ignored that Yamma had knowledge regarding her father's participation in the \$26 million 1999 TIAA closing, which took place on June 11, 1999, just 4 days before the 1999 Will and Trust were executed [Aff. Y. Lumar]. They ignored that Deanna has openly asserted that she became executive vice president of JBE, Inc in 1994 and "after the passing of her father in 2006, Deanna picked up the reigns of her father's good will and continued his legacy of giving..." [See: Website The Brown Family Childrens Foundation, bio. D. Brown.] They ignored that Yamma ". . .has been very involved in her father's estate planning since his death on December 25, 2006." [Id. Bio. Y. Brown.] They ignored that long-silent Ella Overton, Brown's friend for many years, stepped forward in 2008 to support Brown's estate plan. [She is now deceased.] Bauknight and the AG ignored that the 2000 Trust had been in open existence and a matter of public record for seven years before it was challenged, and Brown discussed it with at least four family members. The AG and Bauknight ignored overwhelming evidence that Hynie Brown was not Brown's spouse and had asked Brown's lawyer in 2004 to accept service on a multi-million dollar lawsuit she asserted she was filing against him. [Because the AG requested and received a stay of discovery in the Aiken County James Brown cases in August 2008, drafts of the suit have not been produced. To date a filed suit has not been located.] The AG and Bauknight ignored that Brown asked the Aiken County Court to void his marriage to Hynie Brown based on her marriage at the time she entered a ceremony with him and to DNA test her son. The AG and Bauknight ignored that the Aiken County case was settled with Hynie Brown's agreement never to claim to be Brown's common law spouse. The AG ignored that even if Brown's spouse, Hynie Brown was intentionally omitted by the estate plan and had signed a valid pre-nuptial agreement waiving any rights to Brown's assets. The AG ignored that Hynie Brown had knowledge, as defined in the Trust Code, when she signed the prenuptial agreement that she was intentionally omitted from the 2000 Trust and Will. The Attorney General ignored that Brown's daughters Deanna and Yamma sued Brown after the estate plan was put in place, and acknowledged in their suit and otherwise that Brown had elected to leave them out of his estate plan. The AG ignored, even though he is charged with the enforcement of the tax laws, the tax consequences of stipulating that a person presumed not to be James Brown's spouse was his spouse. The AG and Bauknight ignored that some of Brown's children created a website just 4 months after their father's death confirming that giving back was a defining tradition for Brown. The AG and Bauknight ignored the file of estate planning attorney Herring which showed that the "I Feel Good" Trust file was opened in 1996; that Brown worked on several drafts over 4 years; and that he created an almost-identical, but revocable, Trust in 1999 – solely dedicated to education. The AG ignored the 2008 request of Ella Overton to support and defend Brown's estate plan. The AG ignored that Brown's longtime friend Willie Glenn, his longtime worker Frieda Carter and daughter Deanna were all named as fiduciaries under the almost-identical 1999 estate plan, and that none ever repudiated the validity of either the 1999 or 2000 Estate Plan while Brown was alive. The AG ignored that Deanna and Cannon had picked up Brown's estate planning file, acting under the valid power of attorney Brown gave them on June 15, 1999, the day of the 1999 Will. The AG and Bauknight ignored that Brown's longtime attorney Debra Opri, who represented him in the Agbalaya suit from 2000 - 2002 – including at trial – confirmed the validity of his estate plan and also appeared to be unaware of the secret misappropriations of Dallas and Cannon.

Where the matter has been previously decided with the concurrence of Plaintiff, Rule 12(b)(6) requires dismissal because no cause of action exists.

The Court is asked to take judicial notice of the Aiken County record, only some of which is stated below:

Case 122

March 7, 2007	Buchanan/Pope appointed non-fiduciary SAs by Court after interview with all counsel, Case 122, and Court. Pope Nominated by Plaintiff Hynie Brown. [Orders dtd. 2/19 and 3/7/07]
August 10, 2007	Plaintiffs given complete and continuing access to Books and records of 2000 Trust/Estate.[Ord. dtd. 8/10/07]
November 20, 2008	Buchanan/Pope appointed PR/Trustees <u>“upon recommendation of all interested persons other than the Attorneys General for South Carolina and Georgia.”</u> [Order dtd. 11/20/07, pp. 1, 2]
December 5, 14, 2007	AGs, based on affidavits of Dallas and others accuse Buchanan/Pope of impropriety for serving at same time as PR/Trustees, and of improper handling of assets. AG asks Court to protect “the interest of the charitable trust as set forth in the Last Will and Testament of James Brown, dated August 1, 2000 and the Irrevocable Trust Agreement dated August 1, 2000 [Ans. Of AG dtd. 12/5/07; Obj. Of AG to Appt., dtd. 12/14/07]
January 4, 2008	Buchanan/Pope ask Court for full review of their actions. Prepared to resign if their service not found both ethical and appropriate. [Mot. dtd. 1/4/08].
January 8, 2008	Judge Early issues order granting Buchanan/Pope \$317,000, with legal interest after 60 days, and costs for their service as SAs from March 7 to November 21, 2007 which he finds fair and reasonable. Finds work has more than doubled since November 21. Grants continuing fees and costs on “time plus costs” basis to Buchanan/Pope and

staff as a deposit towards their full commission. No Plaintiffs seek reconsideration or appeal.

January 4, 9, Feb.
7 and March 7, 2008

Hearings held. Pope is examined extensively by AG Jones about conflicts, etc.

February 20, 2008

Court finds that condition of estate when received by Buchanan/Pope was deplorable, and has worsened as a result of acts of Dallas and Cannon. Approves Christie's sale. No Plaintiffs appeal.

April 1, 2008

Court directs Buchanan/Pope to sign Christie's contract. *No Plaintiffs appeal.*

April 8, 2008

Court finds that all actions of Buchanan and Pope to date, including serving as both PR s and Trustees at the same time, are appropriate. Refuses to reconsider appointment. No Plaintiffs appeal.

2009

Court of Appeals issues ruling in Cannon appeal. Bauknight adopts brief of Buchanan and Pope in Dallas Appeal.

History of Case 1647

July 30, 2008

After almost a year of close scrutiny, AG McMaster approves Buchanan and Pope as 2 of 3 permanent Trustees of the 2000 Trust. [Ltr. AG, 7/30/08]

August 10, 2008

AG, Hynie Brown and some Plaintiffs – all excluded from Brown's Music empire – contract to divide Brown's assets and replace Buchanan and Pope.

November 7, 2008

AG and some Plaintiffs file Case 1647 to remove Buchanan and Pope for alleged cause. Plaintiffs seek emergency removal, claiming irreparable harm.

November 18-19

Terry attends two days of testimony in son/business partner Forlando's federal suit against Buchanan/Pope. Estate Tax Return and all alleged wrongdoing since March 7, 2007 covered. Terry's attorneys Bell and PG make no report to Court of emergency or wrongdoing.

November 21, 2008	Buchanan and Pope move to dismiss, counterclaim and crossclaim for abuse of process.
January 7, 2009	Over objection of Plaintiff Terry, Defendants and others Bauknight Appointed limited SA to consider AG's settlement. Buchanan/Pope left in charge of 2000 Trust and Estate. No Plaintiffs seek reconsideration of failure to remove. [Plaintiffs sought reconsideration, and have appealed, Bauknight's appointment.]
January, 2009	Terry, Forlando, Romunzo file opposition to AG's settlement.
January 30, 2009	Bauknight testifies about Buchanan and Pope's conduct.
February, 2009	Hynie Brown files emergency motion accusing Buchanan/Pope of secretly attempting to sell estate and seeking ex parte restraining order. No affidavit attached. No order issues.
January - March, 2009	Over continuing objections as to parties, dispositive motions, and other objections, hearing on settlement proceeds. Pope and Buchanan testify for days about issues raised in this Complaint.
May 26, 2009	Order in Case 1647 replaces Buchanan/Pope with Bauknight as part of the settlement, <i>without cause</i> . Plaintiffs do not seek reconsideration of findings. Pope and Buchanan timely sought Reconsideration of, and appealed, Case 1647 Orders.]
July, 2009	Defendants move for Commissions in Case 1647 and other Aiken Cases.
August, 2009	Hynie serves discovery on Defendants on commission issue. Pending.
November 6, 2009	Court of Appeals order confirms that Buchanan/Pope relieved of management liability as of May 26, 2009, and liability rests on Bauknight. [See Exhibit B for current status, attached hereto.]

IX. Dismissal is Required because all Claims are barred by applicable statutes of limitation

The record is clear from Argument VII that every act of Defendants was fully known, accounted for, and reviewed by Plaintiffs within days of when it took place. And Plaintiffs had at least 7 occasions to examine Defendants under oath.

The South Carolina Probate Code and Trust Code Section 62-7-307 bar their actions. Even if there were fraud involved, which did not exist and has not been alleged, Section 62-1-106 would set the outer limit at 2 years after discovery. Yet Plaintiffs allege acts going back to November 2007 which have been fully examined *and approved* not only by Court orders, but by them.

It is undisputed that every alleged wrongful act was known, accounted for, and fully disclosed when it happened, before April 6, 2009 when expert Harley Ruff testified to a reasonable degree of professional certainty, that the AG's plan to place assets in Bauknight's Legacy Trust and give Terry a 10-year right of first refusal would more likely than not cause the loss of Brown's \$83 million charitable deduction *and* destroy the status of The James Brown "I Feel Good" Trust as a 501(c)(3) private foundation, resulting in both Estate Tax and income tax on the assets Brown had dedicated to educate needy and deserving children.

Buchanan and Pope's opposition, their position on tax matters and all other aspects of this sad saga in which they were required to oppose the actions of the AG were fully known, fully accounted for and disclosed. No action was brought within the required period. Dismissal is required.

X. The Complaint must be dismissed because Plaintiffs failed to include the Proper Affidavit relating to Defendants' alleged negligence.

S. C. Code Ann. § 15-36-100 requires plaintiff to “file as part of the complaint [alleging professional negligence] an affidavit of an expert witness which must specify at least one negligent act or omission claimed to exist and the factual basis for each claim *based on the available evidence at the time of the filing of the affidavit*” [Emphasis Supplied.]

The available evidence as to the acts of Defendants includes at least 145 boxes of James Brown historical and administration documents; pleadings notebooks and documents from 20 cases; a detailed and complete daily summary of the acts of Defendants since November 20, 2007 and tens of thousands of pages of documents.

XI. The Complaint must be dismissed because Bauknight's Legacy Trust, Hynie Brown, James II and Terry are improper parties.

Rule 12 (b) requires dismissal if the action is brought by improper parties. That is the case here. Each is discussed below:

A. Hynie Brown is an improper party.

Hynie Brown cannot bring this action for all of the following reasons:

1. Defendants owed her no fiduciary duty.
2. She is not the spouse of James Brown.
3. She knowingly violated the *In Terrorem* clause after witnessing an Estate Planning document and even asserting that she is on the Advisory Board.

The facts related to Hynie Brown are of record in Case 122, Case 872 and Case 1647 and largely undisputed. Hynie married Javed Ahmed in 1996. In 1997 she began a

professional and nonexclusive personal relationship with Brown. Hynie had a child in Nevada in 2001 and James Brown's name was placed on the birth certificate, which was not signed by him. In 2001 she executed a pre-nuptial agreement waiving any rights to inherit from James Brown.

In December 2001 Hynie and Brown applied for and obtained a marriage license with Brown. Hynie asserted that the prospective marriage was her first. Hynie Brown's son receives AFTRA and Social Security benefits associated with Mr. Brown.

In 2003 Brown discovered that Hynie Brown was married to Ahmed. Brown and Hynie Brown announced in "Variety" that they were going their separate ways.

In 2004 Hynie obtained an annulment from Ahmed in Charleston County South Carolina. Ahmed was served by publication. Based on Hynie's Charleston County Order, which cited the existence of the Hynie/Ahmed Marriage, Brown sought to void his marriage to Hynie in an Aiken County Family Court proceeding. Hynie counterclaimed for separate maintenance and support for her son. Brown replied seeking DNA testing. The case settled with Hynie Brown's agreement never to claim to be the common law spouse of Brown. The agreement cited that the parties were again living together. No provision was made in the agreement or order related to her child.

Hynie Brown told Larry King that James Brown left money for her son at his death, which she obtained.

The couple did not marry after Hynie Brown's annulment, although they made plans to do so. According to former Trustee Dallas, Brown had a vasectomy in the 1980's. According to grandson Forlando, the parent was generally known, and was not

Mr. Brown. Certain of Mr. Brown's medical records are held by Mr. Levenson. Mr. Rosen has diaries of Ms. Hynie Brown.

The Will and Trust specifically exclude past and future spouses. Hynie, along with Brown's daughter Venisha, witnessed the August 1, 2000 Advisory Board document in which she was identified as Miss Rae, the future Mrs. Brown. At one point her attorney has asserted that Hynie Brown thought she was a member of the 2000 Trust's Advisory Board.

After seeking removal of Dallas and Cannon for a year, Hynie Brown challenged the 2000 Trust and Will on December 19, 2007. Motions to dismiss her petitions as well as her various claims are pending in Aiken.

All fiduciaries who have served under the Will and 2000 Trust have vigorously asserted that Hynie Brown is not the surviving spouse, as have children and grandchildren. Adrienne Rodriguez, his third wife, was listed as Brown's last spouse on Brown's death certificate.

On August 10 the AG agreed with 5 of Brown's children that:

1. All parties who sign below hereby recognize and stipulate, for all purposes and matters, that Tommie Rae was the legal wife of James Brown, during his lifetime and at the time of his death.

Coupled with agreeing to "use their best efforts to extinguish any other ...claims by any potential heir, devisee or successor" the AG placed himself in direct conflict with the position of all fiduciaries, the Estate and the 2000 Trust and its goals under the Federal Copyright law.

On January 30, 2009 the Attorney General and others stipulated with various

biological children and placed in the record an agreement not to use this stipulation to damage the Federal Copyright Rights of others. That should include both the Estate and 2000 Trust. They stipulated:

Court approval of the compromise shall not be used by the settling parties or any of them to effect any claim to renewal and termination rights or other claims for royalties under Copyright laws of the United States of any other county...[Tr. 1/30/09, p.96.]

As reported to the Court on March 4, 2009, the stipulation as to the civil status of Hynie Brown and others does not bind Buchanan and Pope. Hynie Brown's attorney stated:

You do understand that our request for approval is to simply settle the rights among the parties to the settlement — that we have, in fact, stated in Court that we do not expect that settlement to impact non-settling parties, certainly not taxes [sic] authorities, and certainly not creditors.
[Tr., 3/4/09, p.187.]

Claiming that Hynie Brown is the spouse is inconsistent with the record; contrary to the position of every fiduciary who has served James Brown; and damages the Estate/Trust's interests in Federal Copyright issues. It is not binding on Defendants.

Defendants have never had any fiduciary duty to Hynie Brown. They are directed by the Trust and 2000 Will to vigorously defend the estate plan against her claims to be the spouse. They have no duty to her as a beneficiary of Bauknight's Legacy Trust.

Hynie Brown is an improper party and fails to state any cause of action against Defendants.

B. Terry Brown is an improper party.

Defendants' fiduciary duty to Terry ended when -- after two years of vigorously supporting under oath the Estate Plan of James Brown -- Terry not only abandoned the

Estate Plan but dismantled The James Brown "I Feel Good" foundation by his devastating right of first refusal.

Although Terry had been a joint venturer with Dallas, Cannon, Forlando and investor Terry Cox for some time, he had not taken any action to defeat the Estate Plan. On the contrary, in January, 2009 he had vigorously supported enforcement of the *In Terrorem* clause.

Terry knowingly and intentionally violated the *In Terrorem* clause after giving sworn testimony of the validity and importance of his father's will.

He has forfeited his interest under the Estate Plan. Defendants owe him no fiduciary duty because the *In Terrorem* clause directs them to oppose his claims.

C. James II is an improper party.

Even if a child, which he is presumed not to be, James II has no standing because, as a matter of law, he is excluded from James Brown's Will and the 2000 Trust. Buchanan and Pope have never owed James II any fiduciary duty. He is not a proper party, and the Complaint should be dismissed.

D. Bauknight as Trustee of the Legacy Trust is an improper party.

Defendants owe no duty to Bauknight's Legacy Trust, Bauknight as its trustee, or its beneficiaries. He is not a proper party. The complaint should be dismissed.

XII. Dismissal is required because Romunzo and Forlando, who are seeking forfeiture of Plaintiffs' interest, are necessary parties.

While Plaintiffs believe that Forlando Brown's claims are frivolous, they cannot be ignored for purposes of this suit. And Romunzo, to date appearing innocent although represented by counsel who is simultaneously representing those who favor the AG 's

settlement and those who oppose it – and who is a Georgia lawyer who appeared in Case 1647 for its entirety without seeking *pro hac vice* admission—cannot be ignored.

In documents filed on January, 2009 in Aiken County Case 872 Forlando and Romunzo – joined at the time by Terry – asserted that the *In Terrorem* clauses must be enforced and that Plaintiffs have forfeited their rights.

XIII. Dismissal is required because the conflict of Bauknight and Parents with Minor Beneficiaries of the 2000 Trust is Patent.

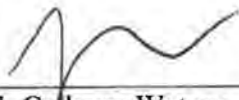
Brown's estate plan provided that the 2000 Irrevocable Trust would be split into the large charitable trust and a smaller private education trust for seven grandchildren. The family education trust would, under Brown's estate plan, have meant approximately \$285,000 would be available for each grandchild's education.

The grandchildren were not represented by GALs in the settlement hearings nor are they so represented here. One result of the settlement was to extend the family education benefits to future generations of Brown's family, thereby both reducing and making uncertain the amount available to each grandchild for whom Brown intended to provide an education. This reduction in benefits creates a patent conflict between those grandchildren and both Bauknight and their parents who agreed to it.

**CONCLUSION
Including Proper procedure for any Counterclaims.**

The Complaint should be dismissed. As to any Counterclaims, hearings in Richland County should be stayed while Plaintiffs seek permission for transfer of venue to Aiken County.


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Attorney for Defendant Adele J. Pope

Columbia, South Carolina
August 25, 2010

EXHIBIT A

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

RUSSELL L. BAUKNIGHT, as Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf of Henry Dargan McMaster, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James Brown II; Daryl J. Brown, individually and on behalf of his minor child Janise Vanisha Brown; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor children, Sydney Lumar, Carrington Lumar, and Tonya Brown; Venisha Brown; Larry Brown; and Terry Brown

and

HENRY DARGAN MCMASTER, in his capacity as Attorney General of the State of South Carolina; TOMMIE RAE BROWN, individually and on behalf of her minor child, JAMES BROWN II; DARYL J. BROWN, individually and on behalf of his minor child JANISE VANISHA BROWN; LINDSEY DELORES BROWN; DEANNA J. BROWN THOMAS; JASON BROWN - LEWIS; YAMMA N. BROWN, individually and on behalf of her minor children, SYDNEY LUMAR, CARRINGTON LUMAR, and TONYA BROWN; VENISHA BROWN; LARRY BROWN; and TERRY BROWN, Plaintiffs.

v.

Adele J. Pope and Robert L. Buchanan, Jr., Defendants.

) IN THE COURT OF COMMON PLEAS

) Case No. 2010-CP-40-4900

) MEMORANDUM IN SUPPORT OF
) DISMISSAL OF COMPLAINT

Plaintiffs brought this action, which relates to an estate being probated in Aiken

County and a trust whose situs is Aiken County, in Richland County.¹ Their improvident election to do so requires dismissal of the proceeding on jurisdictional grounds because, under the South Carolina Probate Code, the courts of Richland County lack the authority to hear the proceeding, or even a motion for change of venue.

Background

Ten years ago, on August 1, 2000, music legend James Brown, a resident of Aiken County, created the James Brown 2000 Irrevocable Trust (the "2000 Trust") and transferred his Aiken County home to it. Under an occupancy provision of the 2000 Trust, Brown resided in his home until his death on December 25, 2006.

In January 2007 Brown's Will, also dated August 1, 2000, was admitted to informal probate in the Aiken County Probate Court.

Shortly thereafter most Plaintiffs brought the first formal proceeding related to both the 2000 Trust and Estate in the Aiken County Probate Court. They sought removal of the original Trustees and Personal Representatives (PRs). The cases were removed to circuit court and became Case 2007-CP-02-0122 ("Case 122").²

About twenty cases followed, with Plaintiffs being parties to many. [See Aiken County Case No. 2008-CP-02-0872 and Case 2008-CP-02-1647, for example.]

Many of these cases are still pending and the Estate remains open. Defendants

¹The Summons and Petition were originally filed in Richland County Probate Court, but removed to the Court of Common Pleas on motion by the Defendants.

² Many significant orders were issued in Case 122, including those dated February 18, March 7, August 10, August 19 and November 20, 2007 and January 8, February 20, March 7, April 1, and April 8, 2008. Some of these are attached to and discussed in Defendants' Motion to Dismiss.

were appointed by Order of the Honorable Doyet A. Early, III on November 20, 2007 to serve as PR s of the Estate and Trustees of the 2000 Irrevocable Trust.

Argument

I. Rule 12(b)(1) requires dismissal for lack of subject matter jurisdiction because the Probate Code requires that the Petition be brought in Aiken County.

The duty of Defendants to any Plaintiffs stems only from their service as PRs under the Will of James Brown or Trustees under the 2000 Trust.³

S. C. Probate Code Section 62-1-302(a)(1) and (3) provide that the probate court – subject to removal to circuit court as provided in §(d) – has exclusive original jurisdiction over all subject matter related to estates of decedents and trusts, including, as here, inter vivos trusts.

Sections 62-1-303 and Section 62-3-201, read together and with Section 62-1-302(a), make it clear that all proceedings related to the Will and 2000 Trust must be brought in Aiken County, and the failure to do so is jurisdictional, requiring dismissal.

Section 62-1-303 provides in part:

§ 62-1-303. Venue; multiple proceedings⁴; transfer.

(a) Subject to the provisions of § 62-3-201, where a proceeding⁵ under this Code could be maintained in more than one place in South Carolina, the court in which the proceeding is first commenced has the exclusive

³ The complaint does not (and could not) allege that Defendants have ever had any fiduciary duty to the so-called James Brown Legacy Trust ("Legacy Trust"). Bauknight's Legacy Trust is a creation of the Plaintiffs and others. It is the subject of the Case 1647 appeal.

⁴ Section 62-1-201(32) states that "Proceeding" includes action at law and suit in equity.

⁵ Under § 62-1-201(32) "Proceeding" includes action at law and suit in equity.

right to proceed.

(b) If proceedings concerning the same estate....,or trust are commenced in more than one court of South Carolina, the court in which the proceeding was first commenced shall continue to hear the matter, and the other courts shall hold the matter in abeyance until the question of venue is decided, and if the ruling court determines that venue is properly in another court, it shall transfer the proceeding to the other court. . .

(c) If a court finds that, in the interest of justice, a proceeding or a file should be located in another court of probate in South Carolina, the court making the finding may transfer the proceeding or file to the other court.

The referenced Section 62-3-201, however, provides in part:

§ 62-3-201. Venue for first and subsequent estate proceedings; location of property.

(a) Venue for the first informal or formal testacy or appointment proceeding after a decedent's death is:

(1) in the county where the decedent has his domicile at the time of his death; or

(2) if the decedent was not domiciled in this State...where property was located at death.

(b) Venue for all subsequent proceedings within the exclusive jurisdiction of the court is in the place where the initial proceeding occurred, unless the initial proceeding has been transferred as provided in §62-1-303 or (c) of this section.

(c) If the first proceeding was informal, on application of an interested person and after notice to the proponent of the first proceeding, the court, upon finding that venue is elsewhere, may transfer the proceeding and the file to another court. [Emphasis supplied].⁶

This is supplemented by Section 15-7-40 which states that an executor or executrix may be sued in the county where the testator's will has been proved or admitted to probate [Aiken].

⁶ While not original parties, Buchanan and Pope were clearly "proponents of Case 122." [Ord. dtd. 4/8/08, p. 50]

As of May 26, 2009, when Buchanan and Pope were temporarily relieved of their fiduciary duty to beneficiaries in connection with the administration of the 2000 Trust and Estate, the principal place of Administration of the Estate and 2000 Trust, by court order, was in Aiken County.

Bauknight does not allege that he has implemented a transfer of administration of the 2000 Trust in accordance with S. C. Trust Code Section 62-7-108 (c) or notified the Court of his intention to make the change pending the Case 1647 appeal of his appointment. Thus, by court order, situs of the 2000 Trust is in Aiken County, where it has owned James Brown's home for more than 10 years.

Section 62-7-204 of the S. C. Trust Code mirrors the estate provisions, and says in part:

§ 62-7-204. Venue

(a) Except as otherwise provided in subsection (b), venue for a judicial proceeding involving a trust is in the county of this State in which the trust's principal place of administration is or will be located and, if the trust is created by will, and the estate is not yet closed, in the county in which the decedent's estate is being administered.

...

(c) If proceedings concerning the same trust could be maintained in more than one place in South Carolina, the court in which the proceeding is first commenced has the exclusive right to proceed.

(d) If proceedings concerning the same trust are commenced in more than one court of South Carolina, the court in which the proceeding was first commenced shall continue to hear the matter, and the other courts shall hold the matter in abeyance until the question of venue is decided, and, if the ruling court determines that venue is properly in another court, it shall transfer the proceeding to the other court. . . [Emphasis supplied.]⁷

⁷ Even if James Brown had provided more lenient venue provisions in the 2000 Trust, they would not apply. Section 62-7-105 of the Trust Code states that the terms of the Trust prevail over any provision of this article [Article 7] except "... (11) the subject-

The undisputed facts as found in cases in which Plaintiffs are parties are:

1. The first proceeding related to the James Brown Estate was the informal admission to probate of Brown's will and the appointment of Dallas, Cannon and Bradley as PR s.
2. The first formal proceeding related to the 2000 Trust and Will was Case 122, brought by most Plaintiffs, and still pending.
3. The Estate is being administered in Aiken County and is not yet closed.
4. Case 1647 was brought by the Attorney General in Aiken County in 2008, and all Plaintiffs are parties. It is still pending both in Aiken and the Supreme Court.
5. All prior cases brought by Plaintiffs have been in Aiken County.

Under the S. C. Trust Code a person has knowledge of a fact if the person:

- (1) has actual knowledge of it;
- (2) has received a notice or notification of it; or
- (3) from all the facts and circumstances known to the person at the time in question, has reason to know it.

Having been participants in the proceedings in Aiken County, Plaintiffs filed this case in Richland County with knowledge, as defined in the Trust Code, that the statute required that it be filed in Aiken County. They did not follow the mandatory statutory procedure of filing in Aiken County and seeking a change of venue through the Aiken County court.

The Reporter's comments to Section 62-3-201 do no more than restate the

matter jurisdiction of the court and venue for commencing a proceeding as provided in Section 62-7-201 and 2-7204.

obvious from the statutes:

If proceedings concerning the same estate are commenced in more than one court in this State, the court in which the proceeding was first commenced makes the finding of proper venue." [Emphasis supplied.]

This Case was brought in Richland County in violation of a clearly defined statutory requirement that it be brought in Aiken County. This Court lacks jurisdiction to hear the complaint, or to even decide issues of venue. The complaint should be dismissed.

II. Rule 12(b)(8) supports the required Dismissal and is not inconsistent with the Statutory Jurisdictional and Venue Provisions of the Probate Code.

Section 62-1-304 of the Probate Code states that unless specifically provided to the contrary in "this Code" or unless inconsistent with its provisions, the rules of civil procedure for the probate court, and, in their absence, those adopted for the circuit court, govern formal proceedings under the Code⁸.

Rule 12(b)(8) requires dismissal where another action is pending between the same parties for the same claim. This provision complements the statutory provisions in the James Brown cases..

In the Petition in this case and Aiken County Cases 122, 1647 and 872, including the portions on appeal to the Supreme Court, the parties and issues are the same. Even if they were not, the less stringent statutory provisions requiring the Petition to be brought in Aiken County would prevail.

The Complaint should be dismissed.

⁸ Formal proceedings are defined in Section 62-1-201 are those conducted before a judge with notice to interested persons.

3. Other Arguments for Dismissal

Defendants incorporate by reference all other arguments contained in or contemplated by their Motion to Dismiss. They respectfully submit, however, that these arguments should proceed only after the case is dismissed and refiled in Aiken County.

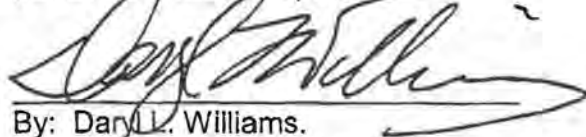
Conclusion

Plaintiffs have knowingly placed this Court and Defendants in a difficult position by failing to follow the required statutory procedure. The Aiken County Court must act on questions of venue. But it cannot act because it has nothing before it. And this Court should not act.

Dismissal is the appropriate remedy.

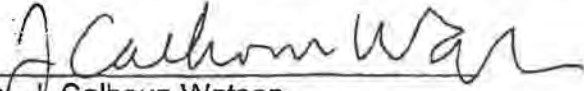
Respectfully submitted,

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August 10, 2010

EXHIBIT B

THE STATE OF SOUTH CAROLINA
IN THE Supreme COURT

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

Doyet A. Early, III, Circuit Court Judge
Case No. 2008-CP-2-1647

Henry Dargan McMaster, in his capacity as Attorney General of the State of South Carolina; Daryl J. Brown, on behalf of his minor children, Lindsey B. and Janise B.; Deanna J. Brown Thomas, on behalf of her minor child, Jason L.; Yamma N. Brown, on behalf of her minor children, Sydney L., Carrington L., and Tonya B.; Vanisha Brown; Larry Brown; Tommie Rae Hynie Brown; and James B., through his Guardian ad Litem, Respondents,

v.

Albert H. Dallas, Alfred A. Bradley, and David G. Cannon, Individually and as (purported) Trustees of the James Brown 2000 Irrevocable Trust; Adele J. Pope and Robert L. Buchanan, Jr., Personal Representatives of the Estate of James Brown and Trustees of the James Brown 2000 Irrevocable Trust; Terry Brown; Romunzo Brown; Forlando Brown; Cinnamon N. M. Paris; LaRhonda Pettit; Jeanette Mitchell; and Russell L. Bauknight, as Special Administrator and Special Trustee for The Estate of James Brown and The James Brown 2000 Irrevocable Trust,

of whom Robert L. Buchanan, Jr., and Adele J. Pope, as Personal Representatives of the Estate of James Brown and Trustees of the James

Brown 2000 Irrevocable Trust are , Appellants,

and Albert H. Dallas, Alfred A. Bradley,
and David G. Cannon, Individually
and as (purported) Trustees of the
James Brown 2000 Irrevocable
Trust; Terry Brown; Romunzo Brown;
Forlando Brown; Cinnamon N.
M. Paris; LaRhonda Pettitt;
Jeanette Mitchell; and Russell
L. Bauknight, as Special Adminis-
trator and Special Trustee for The
Estate of James Brown and The
James Brown 2000 Irrevocable
Trust are

Respondents.

In re: The Estate of James Brown and The James Brown 2000 Irrevocable
Trust u/a/d August 1, 2000.

MOTION FOR EXTENSION OF TIME

**TO: THE HONORABLE CHIEF JUSTICE AND ASSOCIATE JUSTICES
OF THE SUPREME COURT OF SOUTH CAROLINA:**

Appellants respectfully move the Court for a substantial extension of time in which to serve and file their initial brief and designation of matter. As grounds for the motion, appellants would show as follows:

1. This is an appeal from an order approving the settlement of an estate and diverting potentially tens of millions of dollars from the trust created during his lifetime by the testator for the college education of needy students of South Carolina and Georgia. The recipients of the settlement are persons whom the testator expressly intended to disinherit.

2. The appeal presents novel issues of public importance in the management of estates and in the law of trusts. Those issues are being framed at this time, as work on the appellants' initial brief progresses.

3. The record below is massive.

4. The undersigned represents the appellants *pro bono publico*. Assisting him is Tressa T. H. Hayes, Esq., who is in transition from her previous law firm to new circumstances of law practice. Ms. Hayes will contribute what she can to the work, but the bulk of it will be the responsibility of the undersigned. In comparison, arrayed on the other side of this case are the State of South Carolina and some of the finest firms in this State (and elsewhere) with, effectively, unlimited resources.

5. This appeal deserves the best effort on behalf of the appellants which it is possible to muster, the undersigned having had no more important role in forty years of practice than to represent the appellants in this appeal. Nevertheless, the usual press of other appellate and trial work, and office business, is unrelenting.

6. Next month includes a ten-day vacation out of the country which the undersigned has planned for a year and which probably could not be rescheduled with those who are joining, if it were to be cancelled. This, too, accounts for a small portion of this request.

7. The appellants respectfully ask the Court to consider a seventy-five (75) day extension, to and including November 4, 2010, for service and filing of the appellants' initial brief and designation.

Respectfully submitted,

James B. Richardson, Jr.
1229 Lincoln Street
Columbia, South Carolina 29201
(803) 799-9412

Tressa T. H. Hayes
Post Office Box 5329
Columbia, South Carolina 29250
(803) 603-8583

by: 
Attorneys for Appellants.

August 13, 2010.

**THE STATE OF SOUTH CAROLINA
IN THE Supreme COURT**

**APPEAL FROM AIKEN COUNTY
Court of Common Pleas**

**Doyet A. Early, III, Circuit Court Judge
Case No. 2008-CP-2-1647**

**Henry Dargan McMaster, in his
capacity as Attorney General of
the State of South Carolina;
Daryl J. Brown, on behalf of his
minor children, Lindsey B. and
Janise B.; Deanna J. Brown Thomas,
on behalf of her minor child, Jason
L.; Yamma N. Brown, on behalf of
her minor children, Sydney L.,
Carrington L., and Tonya B.;
Vanisha Brown; Larry Brown;
Tommie Rae Hynie Brown; and
James B., through his Guardian
ad Litem, Respondents,**

v.

**Albert H. Dallas, Alfred A. Bradley,
and David G. Cannon, Individually
and as (purported) Trustees of the
James Brown 2000 Irrevocable
Trust; Adele J. Pope and Robert
L. Buchanan, Jr., Personal Repre-
sentatives of the Estate of James
Brown and Trustees of the James
Brown 2000 Irrevocable Trust;
Terry Brown; Romunzo Brown;
Forlando Brown; Cinnamon N.
M. Paris; LaRhonda Petitt;
Jeanette Mitchell; and Russell
L. Bauknight, as Special Adminis-
trator and Special Trustee for The
Estate of James Brown and The
James Brown 2000 Irrevocable
Trust,**

**of whom Robert L. Buchanan, Jr.,
and Adele J. Pope, as Personal Repre-
sentatives of the Estate of James
Brown and Trustees of the James**

Brown 2000 Irrevocable Trust are , Appellants,

and Albert H. Dallas, Alfred A. Bradley,
and David G. Cannon, Individually
and as (purported) Trustees of the
James Brown 2000 Irrevocable
Trust; Terry Brown; Romunzo Brown;
Forlando Brown; Cinnamon N.
M. Paris; LaRhonda Petitt;
Jeanette Mitchell; and Russell
L. Bauknight, as Special Adminis-
trator and Special Trustee for The
Estate of James Brown and The
James Brown 2000 Irrevocable
Trust are Respondents.

In re: The Estate of James Brown and The James Brown 2000 Irrevocable
Trust u/a/d August 1, 2000.

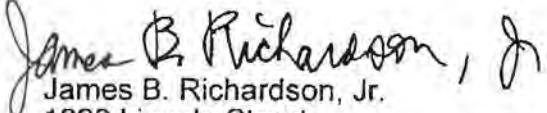
CERTIFICATE OF SERVICE

The undersigned certifies that he served a copy of appellants' motion for an extension of time upon the respondents by first class mail, postage prepaid, addressed to their respective attorneys, namely:

Attorney General Henry Dargan McMaster
Assistant Deputy Attorney General Robert D. Cook
Senior Assistant Attorney General C. Havird Jones
Assistant Attorney General J. C. Nicholson, III
Assistant Attorney General Mary Frances Jowers
Fred L. Kingsmore, Jr., Esq.
H. Wesley Kirkland, Jr., Esq.
James M. Griffin, Esq.
William Joseph Barr, Esq.

Louis Levenson, Esq.
Matthew Day Bodman, Esq.
Max N. Pickelsimer, Esq.
R. Wayne Byrd, Esq.
Robert N. Rosen, Esq.
T. Heyward Carter, Jr., Esq.
S. Alan Medlin, Esq.
David L. Michel, Esq.
Albert P. Shahid, Jr. Esq.

addressed to them at their respective addresses of record, on August 13, 2010.


James B. Richardson, Jr.
1229 Lincoln Street
Columbia, South Carolina 29201
(803) 799-9412

August 13, 2010.

Attorney for Appellants.

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RUSSELL L. BAUKNIGHT, as Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf of Henry Dargan McMaster, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James Brown II; Daryl J. Brown, individually and on behalf of his minor child Janise Vanisha Brown; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor children Sydney Lumar and Carrington Lumar; Tonya Brown; Venisha Brown Larry Brown; and Terry Brown

and

HENRY DARGAN MCMASTER, in his capacity as Attorney General of the State of South Carolina; TOMMIE RAE BROWN, individually and on behalf of her minor child, JAMES BROWN II; DARYL J. BROWN, individually and on behalf of his minor child JANISE VANISHA BROWN; LINDSEY DELORES BROWN; DEANNA J. BROWN THOMAS; JASON BROWN-LEWIS; YAMMA N. BROWN, individually and on behalf of her minor children SYDNEY LUMAR and CARRINGTON LUMAR; TONYA BROWN; VENISHA BROWN; LARRY BROWN; and TERRY BROWN,
Plaintiffs

v.

Adele J. Pope and Robert L. Buchanan, Jr.,
Defendants

**IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT**

Civil Action No. 2010-CP-40-4900

**PLAINTIFFS' MEMORANDUM
OPPOSITION TO DEFENDANTS'
MOTION TO CHANGE VENUE**

2010 AUG 27 3:23 PM
JEANETTE B. BRIDE
C.C.S.

FILED

I. NATURE OF THE CASE

This is not a judicial proceeding regarding the Estate of James Brown, the administration

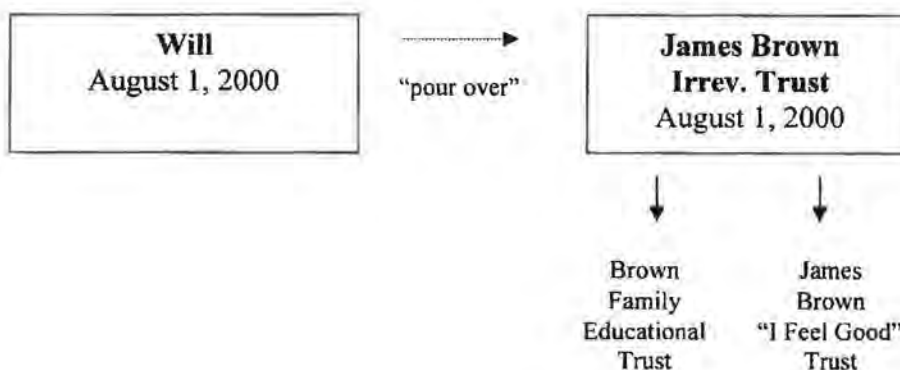
of which is in the Aiken County Probate Court. This action does not ask the Court to construe the will, enforce the will, determine the beneficiaries, or otherwise administer the Estate of James Brown in any way.

This is a judicial proceeding involving the Irrevocable Trust of James Brown dated August 1, 2000, a separate legal entity, whose sole, professional trustee administers the trust in Richland County, South Carolina.

This is a suit alleging causes of action for breach of fiduciary duty, breach of trust, and negligence by former fiduciaries. Plaintiffs brought this action against Defendants by way of a Complaint filed May 19, 2010. Pursuant to Rule 8(a)(1), SCRPC, Plaintiffs asserted that jurisdiction was proper in the Richland County Probate Court. Pursuant to S.C. Code Ann. § 62-1-302(d) (1976, as amended), this matter was removed to the Court of Common Pleas of Richland County. Defendants filed a Motion to Change Venue to Aiken County. This memorandum sets forth the grounds for opposition to such motion.

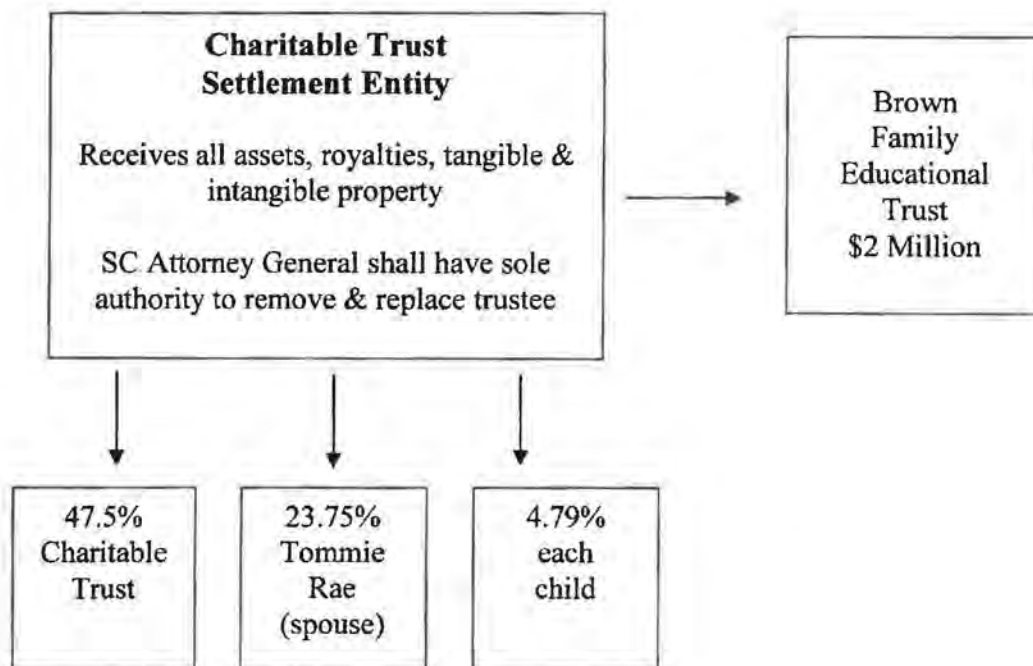
II. FACTS BEARING ON THE MOTION

The original estate plan of James Brown included a Last Will and Testament which “poured over” the bulk of his estate to a separate, irrevocable trust that was created and funded on August 1, 2000. The relationship between the estate and the Irrevocable Trust are shown as follows:



After extensive litigation to determine the identification of beneficiaries, the ownership of assets, and the identification of fiduciaries, all beneficiaries of the estate and trust came to a global settlement and entered into a written settlement agreement. The Settlement Agreement is attached hereto as Exhibit A. The Settlement Agreement was approved by the Honorable Doyet A. Early, III, on May 26, 2009, by an Order Approving Settlement Agreement, which is attached hereto as Exhibit B. Pursuant to the Settlement Agreement, the estate plan of James Brown was entirely re-written to create a "Settlement Entity" which incorporates all assets, including all royalties, tangible and intangible property of James Brown. The order provides that: "A charitable trust substantially similar to the August 1, 2000 Irrevocable Trust (hereinafter the "Charitable Trust") shall be created and/or maintained and shall be valid and enforceable." The order also affirmed the provision of the settlement agreement that a professional fiduciary, Russell Bauknight, would replace Buchanan and Pope as fiduciaries of both the Estate of James Brown and as trustees of the August 1, 2000, Irrevocable Trust of James Brown.

The Charitable Trust is diagrammed as follows:



Plaintiffs are all of the beneficiaries of such trusts established by the late entertainer James Brown, including the South Carolina Attorney General. Defendants are former fiduciaries of Brown's estate and trust. This suit alleges mismanagement of the estate and trust by Defendants.

By Order of the Honorable Doyet A. Early, III, dated May 26, 2009, Russell L. Bauknight was named Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as well as Personal Representative of the Estate of James Brown. Management of the trust estate has taken place exclusively at Bauknight's offices at 1517 Gervais Street, Columbia, South Carolina, where all of the trust assets and trust records are maintained. Such office is located in Richland County, South Carolina.

It is worth noting that the prior trustees, Pope and Buchanan, also administered the Irrevocable Trust in Richland County. The Order of the Honorable Doyet A. Early, III, dated August 10, 2007, a copy of which is attached hereto as Exhibit C, specifically provides that: "This Court orders and directs the deliver to 1218 Taylor Street, Columbia, South Carolina, of all files and documents in the possession of all attorneys, accountants, and other financial advisors whose service has been terminated as set out herein, and who have rendered prior service to James Brown, the Estate of James Brown, any Brown Entity, and/or any Brown Trust." See also Exhibited D hereto, which includes a sixty (60) page list of documents maintained by the former trustees, Pope and Buchanan, at the trust's office at 1218 Taylor Street in Columbia. Defendants now seek to assert that the administration of the trust is not in Richland County, South Carolina.

III. ARGUMENT

“The distinction between subject matter jurisdiction and venue is an important one in the law. The terms are not synonymous. Subject matter jurisdiction is ‘the power to hear and determine cases of the general class to which the proceedings in question belong.’ On the other hand, venue is the place or geographical location of trial.” Dove v. Gold Kist, Inc., 314 S.C. 235, 237-238, 442 S.E.2d 598, 600 (1994) (internal citations omitted). In South Carolina, venue refers to the county in which the action should be brought. In re Asbestosis Cases, 276 S.C. 579, 581, 281 S.E.2d 112, 115 (1981) (abrogated on other grounds by Whaley v. CSX Transp., Inc., 362 S.C. 456, 609 S.E.2d 286 (2005)). The Defendants allege that subject matter jurisdiction is improper. They confuse subject matter jurisdiction and venue. Subject matter jurisdiction over this suit is properly laid in the Circuit Court, having been originally filed in Probate Court and then removed from the Probate Court. Defendants also contend that venue should be in Aiken County. Plaintiffs assert that venue should remain in Richland County.

The South Carolina Trust Code has its own venue statute for proceedings involving trusts:

Except as otherwise provided in subsection (b), venue for a judicial proceeding involving a trust is in the county of this State in which the **trust’s principal place of administration** is or will be located and, if the trust is created by will and the estate is not yet closed, in the county in which the decedent’s estate is being administered.

S.C. Code Ann. § 62-7-204(a) (1976, as amended) (emphasis added). As shown above, James Brown did not have a testamentary trust created under his will, but rather an inter vivos trust, so the last phrase about the county in which the estate is administered is inapplicable. Courts must turn to a separate section of the Trust Code to determine what constitutes a trust’s “principal place of administration”:

Unless otherwise designated by the terms of a trust, the principal place of administration of a trust is **the trustee's usual place of business where the records pertaining to the trust are kept**, or at the trustee's residence if he has no such place of business. . .

S.C. Code Ann. § 62-7-108(a) (1976, as amended) (emphasis added). Note that the statute designates the trustee's place of business where the records are kept, not the county of the trust settlor's residence or the county of residence of the trust beneficiaries, for a very practical reason. It is essential that the courts in the place where the trust records are kept and the trust assets are held should deal with trust litigation. In the case at bar, the records of the trust are voluminous and occupy hundreds of bankers boxes.

The professional trustee in this matter is Russell L. Bauknight. Mr. Bauknight's usual place of business is at his accounting firm, Bauknight Pietras & Stormer, P.A., located at 1517 Gervais Street, Columbia, South Carolina 29201. The records pertaining to the trust are kept at this location, which is in Richland County, South Carolina. Further, the trust agreement itself does not designate a different principal place of administration.

Based on Sections 108(a) and 204(a) of the Trust Code, venue is proper in Richland County. Even if the court were to determine that venue might be proper in either Richland or Aiken Counties, the commencement of this proceeding in Richland County prior to any filing in Aiken establishes proper venue in Richland County. See S.C. Code Ann. § 62-7-204(c) (1976, as amended). Defendants will argue that the matters raised in the complaint relate to an action previously filed in Aiken County. That is erroneous. The complaint alleges causes of action which are entirely new and are completely distinct from the prior estate litigation among the beneficiaries and the former personal representatives of the estate. Section 62-7-201(b) of the South Carolina Trust Code provides that "[a] proceeding under this section does not result in

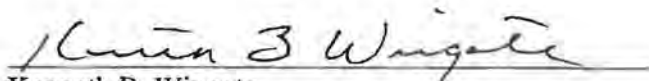
continuing supervisory proceedings.” This trust litigation against the former trustees stands on its own feet, and is unrelated to any prior litigation involving James Brown’s estate or trust.

IV. CONCLUSION

In this case, Defendants have moved to change venue from Richland County to Aiken County. Venue is proper in Richland County because it is the principal place of administration for the trusts at issue in this litigation. Even if venue were also proper in Aiken, the initial commencement of this action in Richland County requires that venue remain in Richland County.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



Kenneth B. Wingate

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ATTORNEYS FOR THE PLAINTIFFS

Columbia, South Carolina
August 27, 2010

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS

) Case No. 2010-CP-40-

4900

RUSSELL L. BAUKNIGHT, as Trustee of
the James Brown 2000 Irrevocable Trust and
the James Brown Legacy Trust, as Personal
Representative of the Estate of James Brown,
and on behalf of Henry Dargan McMaster, in
his capacity as Attorney General of the State
of South Carolina; Tommie Rae Brown,
individually and on behalf of her minor child,
James Brown II; Daryl J. Brown, individually
and on behalf of his minor child Janise
Vanisha Brown; Lindsey Delores Brown;
Deanna J. Brown Thomas; Jason Brown-
Lewis; Yamma N. Brown, individually and
on behalf of her minor children, Sydney
Lumar, Carrington Lumar, and Tonya Brown;
Venisha Brown; Larry Brown; and Terry
Brown

and

HENRY DARGAN MCMASTER, in his
capacity as Attorney General of the State of
South Carolina; TOMMIE RAE BROWN,
individually and on behalf of her minor child,
JAMES BROWN II; DARYL J. BROWN,
individually and on behalf of his minor child
JANISE VANISHA BROWN; LINDSEY
DELORES BROWN; DEANNA J. BROWN
THOMAS; JASON BROWN - LEWIS;
YAMMA N. BROWN, individually and on
behalf of her minor children, SYDNEY
LUMAR, CARRINGTON LUMAR, and
TONYA BROWN; VENISHA BROWN;
LARRY BROWN; and TERRY BROWN,

Plaintiffs.

v.

Adele J. Pope and Robert L. Buchanan, Jr.,

Defendants.

JEANNETTE W. HARRISON
C.C.P. & G.S.
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SECOND SUPPLEMENTAL
MEMORANDUM IN SUPPORT OF
DISMISSAL OF COMPLAINT

Defendants supplement their Memoranda Supporting dismissal of the Complaint

herein, by new information received by counsel in this case on August 25, 2010.

Defendants ask the Court to take judicial notice of Exhibit A, dated August 23, 2010, for presentation to the Supreme Court of South Carolina on behalf of Plaintiff Terry Brown and others, but not on behalf Plaintiffs Russell L. Bauknight. The far-reaching and startling consequences have not been fully analyzed.

The following, however, is known from the record of Case 122 , Case 1647, and the brief in the Albert Dallas appeal from Case 122, which Bauknight Plaintiff Bauknight has adopted:

1. In Exhibit A Terry Brown and others assert for the first time in the 3 years and 9 months since the death of music icon James Brown, that Russell L. Bauknight has ordered [and already a reviewed preliminary draft of] an appraisal which will show that the assets of James Brown at his death on December 25, 2006 were worth only \$12 million.
2. To the knowledge of Defendants, neither Bauknight nor other Plaintiffs have ever notified any Court – including the Probate Court for Aiken County – of this startling revelation, which is wholly inconsistent with the approximately \$85 Million value of the James Brown assets known and discussed under oath and in filings for almost three years.
3. The figure of \$85.6 Million is stated twice in Buchanan and Pope's Dallas brief, now before the Supreme Court, which brief was adopted by Plaintiff Bauknight in 2010, as the gross value of the Brown assets (after considering the TIAA debt). [See Exhibit B, Excerpts from Amended Brief, Dallas Appeal]
4. The \$12 million which Terry Brown and some Plaintiffs now assert is the date-of-death value of the James Brown assets is less than 1/7 of that reported on the Estate Tax Return by Defendants under penalties of perjury, and repeatedly discussed in Court. [See for example Exhibit B, Partial Transcript of testimony of Adele Pope]
5. The \$12 million value is less than 1/7 the \$85,663,563 date-of-death value of Brown's assets reported by prior fiduciaries Dallas and Bradley (now deceased) to the Court, under oath on the inventory and appraisal filed in the Aiken County Court of November 15, 2007. [See Exhibit C]
6. The \$12 Million is less than 1/7 of the value which purported branding expert

Dr. Terry Cox of the Graham Windsor Group, who organized (and made Terry and his son Forlando part of) a group to purchase the James Brown assets repeatedly placed on those assets and/or supported in testimony under oath [November 15, 2007, Case 122] and offers, made with Terry Brown. [See Exhibit D]

7. The \$12 million date-of-death value of the James Brown assets is wholly inconsistent with, and less than 1/7 the date-of-death value discussed repeatedly in open court and filings by Terry's joint venturer David Cannon; and the some of the more than 20 lawyers who have represented Dallas and Cannon.

8. The \$12 million date-of-death value is less than 1/10 of the \$150 million Forlando Brown, joint venturer with Terry¹ stated in a federal court deposition on September 28, 2008 - three days after the Estate Tax Return was filed.

9. Terry Brown, and Bauknight as his Trustee, now claim Terry has a right of first refusal to purchase the James Browns assets and retain any interest in the purchaser which the purchasers allow him to have. This is in addition to the 39% claimed by his son Forlando.

10. Terry – who, with family members, will be a substantial owner on both sides of the sale and purchase of the James Brown assets — now asserts that Brown's assets had a date-of-death value which is 1/10 of known value. This is not only extraordinary, but one of the most troublesome of the many "twists and turns" the Court's order dated April 8, 2008 predicted.

11. The suggestion that Pope and Buchanan, nominated by all Plaintiffs except the Attorney General on November 20, 2007 to serve as PR/Trustee would have – 10 months later – valued the James Brown assets at 7 times their real value for some nefarious reason is, at best, outrageous.

The far-reaching implications of this remarkable assertion that James Brown's music empire was not the \$100 million (about \$85 when reduced by the TIAA debt) everyone has believed for years, but a mere \$12 million, information never before revealed, cannot be analyzed in a day. Nor can it be easily analyzed by a Court which

¹ Represented by Terry's same counsel in Aiken, and represented by Dallas/Cannon counsel Powell Goldstein (now Bryan Cave) in Federal court, and a 39% owner of TJBL, LLC, the then- prospective purchaser of the James Brown assets.

does not have an understanding of the perjury and fabrication that has gone on by Terry Brown's joint venturers in Aiken County.

This new information only highlights why dismissal remains the appropriate remedy, with leave of counterclaimants to seek transfer from the Aiken County Court of the counterclaims to be filed herein..

Respectfully submitted,



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Attorney for Defendant Robert L. Buchanan, Jr.



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Jeter & Williams, P.A.
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Facsimile: (803) 765-0619

Attorney for Defendant Adele J. Pope

August 27, 2010

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

) Case No.: 2010-CP-40-4900

RUSSELL L. BAUKNIGHT, as Trustee of
the James Brown 2000 Irrevocable Trust and
the James Brown Legacy Trust, as Personal
Representative of the Estate of James Brown,
and on behalf of Henry Dargan McMaster, in
his capacity as Attorney General of the State
of South Carolina; and Others,

) AFFIDAVIT OF BUCHANAN
) AND POPE IN SUPPORT OF
) DISMISSAL BASED ON
) STATUTES OF LIMITATION

) Plaintiffs.)

) v.)

) Adele J. Pope and Robert L. Buchanan, Jr.,
) Defendants.)

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FILED
CLERK OF COURT

PERSONALLY APPEARED BEFORE ME, Robert L. Buchanan, and Adele J. Pope
(Pope), who, being duly sworn, depose and say:

1. This affidavit is truthful based on our personal knowledge related to or arising out
of our service as Special Administrators of the Estate of James Brown (SAs), Personal
Representatives of the Estate of James Brown (PRs) and/or Trustees of the James Brown
2000 Irrevocable Trust (Trustees).

2. The information contained in this affidavit is submitted solely for the purpose
of establishing what the Plaintiffs knew or reasonably should have known (and were
obligated to investigate further), and when they knew or reasonably should have known
(and were obligated to investigate further) the information. By including the information,
Buchanan and Pope do not adopt, endorse or accept any portion of the information that
consists of accusations made against them by others and reserve the right to dispute or
contest such accusations.

3. For purposes of considering dismissal of this case under statutes of limitations (and on other relevant grounds), we ask the Court, in addition to considering the matters herein averred, to take judicial notice of Plaintiffs' admissions and other facts contained within the record of pending and decided James Brown cases, including those in the Aiken County probate and circuit courts, the S. C. District Court, and the S. C. Court of Appeals and Supreme Court.¹

4. Attached to this affidavit are excerpts from the more than 3,000 pages of transcripts of at least 20 hearings, the more than 350 filings in the James Brown cases, and documents provided by Plaintiffs and their more than 20 attorney/agents, including attorneys Louis Levenson, David Bell, Powell Goldstein ("PG")³, David Yount, Alan Medlin and Robert Rosen. An index of attachments briefly describes them.

5. Emphasis has been supplied and some documents enlarged for ease of review.

I. Prior to November 20, 2007

6. All Plaintiffs except Bauknight, who, to the best of our knowledge, was not involved at the time, had access to our books and records, as well as all historical records of James Brown and his entities by Court order and our agreement as early as August 10, 2007. AG McMaster audited our records in late 2007 and early 2008. Assistant AG

¹ Records of which the court is asked to take judicial notice are the Aiken County Clerk of Court /real estate records, the Estate of James Brown, Probate File No. 2007-ES-02-0056, the transcripts of the hearings, orders and decisions in Circuit Court Case Nos. 2007-CP-02-0122 ("Case 122"), 2008-CP-02-322 ("Case 322") 2008-CP-02-0872 ("Case 872"), 2008-CP-02-1647 ("Case 1647"), 2009-CP-02-1810 ("Case 1810"), the James Brown Estate claims cases, the appeals from Case 122 (the "Cannon Appeal", "Dallas Appeal," and "Case 1647/1810 Appeal"), as well as S. C. District Court Case 3:08-cv-00014-WOB.

³ Including attorneys William Shearer, Jennifer Dempsey, Frank McGaughey, and William Custer

Jowers was invited to our weekly meetings beginning in November 2007, and attended several.

II. Knowledge of all Interested Persons as of November 20, 2007

7. The record shows that all Interested Persons in the Estate/2000 Trust had the following knowledge by the end of the day on November 20, 2007:

a. James Brown was one of South Carolina's most famous and generous citizens. [Ex. 1]

b. It was an often stated and well-known desire of James Brown to provide financial assistance to education, especially for needy and deserving students. [Ex.2]

c. Plaintiff Deanna Brown Thomas and former PR/Trustee David Cannon, under James Brown's Power of Attorney ("POA"), had obtained Brown's attorney's estate planning file. All were aware of the PR/Trustees' duty to enforce the *In Terrorem* clauses, as was Tommie Rae, who witnessed one of the 2000 estate planning documents. [Will; Trust]

d. James Brown intentionally excluded his children and all past and future spouses, from his music empire. *In Terrorem* forfeiture clauses required his PR/Trustees to resist all attacks on his estate plan as an affront to his wishes. [Will; Trust]

e. James Brown's Will acknowledged only 6⁴ of a possible dozen or more children. The 6 received nothing in the 2000 Trust. The 6 received only James Brown's personal effects in his Will, subject to the *In Terrorem* forfeiture clauses. [Will/2000 Trust]

f. No Plaintiffs had challenged James Brown's estate plan, which was known to family and had been funded and in open existence and the 2000 Trust a matter of public record in two states for more than 7 years. [Ex. 3]

g. Plaintiff Deanna J. Brown Thomas was a co-fiduciary with David Cannon, Albert Dallas and Alfred Bradley under Mr. Brown's Power of Attorney for 7 years before Mr. Brown's death. [Ex. 4]

⁴ Brown's Will acknowledged Deanna, Yamma, Terry, Larry, Venisha and Daryl. His first divorce decree also acknowledged Teddy (now deceased) and Lisa. Various others heir status. Cinnamon, Jeanette and La Rhonda passed official DNA tests established by Trust/Estate attorney Peeples, Lewis & Babcock.

h. On December 26, 2006, the day after James Brown died, Atlanta law firm Greenberg Traurig ("GT") formed the James Brown Music Education Foundation, naming Plaintiff Yamma N. Brown and Deanna Brown Thomas as two of its board members. Its website remained up in October 2007. [See Order dtd. 4/8/08; Ex. 5]

i. After James Brown died, Plaintiff Deanna J. Brown Thomas became a trustee with Dallas and Cannon, and Plaintiff Yamma N. Brown an executive/assistant of the James Brown 2000 Trust, and the two of them gained access to the Brown's home estate, owned by the 2000 Trust. They abandoned the positions in January 2007. [Ex. 6, 7]

j. In January 2007 the six acknowledged children, together with grandchildren Forlando and Romunzo Brown (Terry's children), hired Atlanta attorney Levenson and began plans to take control of Brown's assets in violation of the estate plan. [Interrog., Depos. F. Brown, Ex. 8, 9]

k. Levenson requested that then-attorneys for the Estate/2000 Trust Strom Thurmond and others not file Brown's Will, but Thurmond complied with S. C. law and filed it on January 18, 2007. [See Tr. Hg. 2/09/07, p. 52]

l. On January 24, 2007, Levenson filed Case 122, seeking removal and an accounting of Dallas and Cannon as PR/Trustees. Levenson's clients, the 6 children acknowledged in Brown's Will, asserted standing under the Will and 2 adult grandchildren clients, Forlando and Romunzo, asserted standing under the 2000 Trust, as did Yamma, Daryl and Deanna for their minor children. [Affidavits, Y. Lumar, D. Brown, D. Thomas, Ex. 10]

m. In Court filings Levenson acknowledged the validity the 2000 Trust for purposes of Case 122. [Tr. Hg. 2/09/07 p. 18]

n. By February 2007 Terry Cox (the Gramh Windsor Group) was working with Levenson's clients and Plaintiff Yamma N. Brown's husband to raise \$200 million to acquire Brown's assets, partnering with Pinnacle Music and Entertainment, LLC, with Plaintiff Yamma N. Brown (a/k/a Dr. Lumar) serving as president. [Ex. 11]

o. On February 9, 2007, Hynie Brown's attorney expressed concern that Brown had "made a fortune" which could be worth \$100 million; and that there was fear that the Dallas Group would try to sell the James Brown assets for \$20 million [Tr. Hg. 2/9/07, pp. 44, 48]

p. James Brown's family, his fiduciaries, and their attorneys rejected all of Tommie Rae's claims, based on James Brown's death certificate; Mr. Brown's intentional disinheritance of her; her prenuptial agreement in 2001; the fact that she concealed her extant marriage when she obtained a license and conducted a marriage

ceremony with Mr. Brown in December 2001; and her agreement, made part of a 2004 Aiken County Order, never to claim to be Brown's common law spouse. [See, for example Mot. Dismiss, Cannon, dtd. 11/25/08, w/ exhibits]

q. With full knowledge of the 2000 Trust and Brown's assets, Tommie Rae waived any right to Brown's property at his death, including any rights to claim to be an heir under the Will, the 2000 Trust and the Federal Copyright Act. [Ex. 12]

r. By May 2007 Terry Brown and his sons Romunzo and Forlando (a/k/a William, a/k/a "Flip") Brown had fired Levenson. Cox and the Machine Group (Alvin and Calvin Waters) were working with Forlando to present to Dallas a proposal to enhance the Brown assets. Dallas wanted a sale. [Tr. Hg. 11/20/07, pp. 439 -454, Ex. 13]

s. By June 2007 Forlando Brown and Cox, Dallas and Alvin/Calvin were working on a proposed \$100 million sale of the Brown assets. [See Hg. 11/20/07, pp 439-454]

t. By June 15, 2007, Estate/2000 Trust attorney Bill Hammond insisted the 2000 Trust required a sale of Brown's royalties and that Buchanan/Pope, although not fiduciaries, would breach their fiduciary duty if they did not approve a sale by Dallas and Cannon. [Ex. 14]

u. On July 10, 2007, PG sent Dallas and Cannon documents to move the 2000 Trust to Georgia. [PG later became attorneys for Forlando, Terry Brown, and the Cox investor group, but has refused, despite court order, to deliver their file.] [Ex. 15]

v. On July 17, 2007, Buchanan/Pope discovered \$900,000 taken from Brown's 2006 royalties. [Cannon decision, Ct. Appeals] and in August Cannon wired \$866,000 to Honduras to complete a turnkey retirement home. [Tr. Hg. 11/15/07, pp. 77-83]

w. In September the Dallas Group filed about \$16 million of claims against the Estate. [See Order dtd. 4/8/08]

x. In September 2007 AG McMaster and the Georgia AG appeared in Case 122. An order filed October 11, 2007 (with Buchanan and Pope's consent) admitted them to Case 122. The AG s had total access to Brown's files and the Estate/Trust files from then until May 26, 2009. [Orders dtd. 10/11/07 & 8/10/08]

y. On October 12, 2007. Cox, without disclosing his various relationships, made an offer (letter of intent) on behalf of the James Brown Legacy, Inc., "a corporation to be formed" to purchase the James Brown assets for \$100 million. [Ex. 16]

z. In November 2007 Levenson advised the Court and all Plaintiffs except for Bauknight of James Brown's almost \$18 million road revenues for the years 2003 - 2006. [Ex. 17]

aa. By November 2007 Brown's \$3+ million 2006 royalties, after adding back the \$900,000 taken by Cannon were known. [Ex. 18, Cannon Decision]

ab. On November 15, 2007, seeking Court approval, Buchanan/Pope presented to the Court and Interested Persons, including all Plaintiffs except Bauknight, a detailed proposal to value the Publicity Rights/Royalties for the Estate Tax Return, without appraisal, at 12 ½ - 14 times average Royalties plus ½ of the 2006 road revenue. [Exhibit 19, Ret. Recom. of SA s; Tr. Hg. Dtd. 11/15 /07, pp. 304 - 310]

ac. By November 20, 2007. it was known that the Dallas Group, Greenberg Traurig ("GT"), Intrigue, Pullman, Bobbit and others were claiming at least 45% of the \$100 million sale, based largely on an October 18- 20, 2006 letter from GT disclosed to the Court and to all Plaintiffs except Bauknight and AG McMaster by Levenson in February 2007. [Tr. Hg. 2/9/07, p. 46]

ad. By November 20, 2007, Dallas, by then wholly discredited, resigned, following Cannon. Cannon claimed 5th amendment rights from November 15 forward. \$7+ million was missing since 1999 when the 2 actively served as POAs and Trustees. [Orders dtd. 3/7 & 4/8/08; Cannon decision]

ae. On November 20, 2007 the same day, Cox spoke under oath about the \$100 million offer, and Dallas said he was expecting an additional proposal by the end of the year, if not earlier. Calvin and Alvin were brought by Levenson as witnesses to the \$100 million deal, which included Terry Brown's son, Forlando – also known as "Flip" and William. [Tr. Hg. 11/20/07, pp. 439-454]

af. At the November 20, 2007 hearing, any persons, including all Plaintiffs who appeared individually or through counsel except for Bauknight, who did not approve the method of reporting to the IRS, without appraisal, of the Publicity Rights and Royalties, as proposed by Buchanan/Pope on November 15, 2007, were directed by the Court to make objection. None were made. [Tr. Hg. 11/20/07, pp. 304 0310]

II. Knowledge of all Interested Persons acquired on or before May 18, 2008.

10. The record shows that in addition to the above knowledge, by May 18, 2008 all Interested Persons in the 2000 Trust and Estate of James Brown had acquired the following knowledge:

- a. A detailed Inventory & Appraisalment ("I&A") filed by Dallas under oath on November 15, 2007, showed assets in the 2000 Trust at Brown's death, with retained rights, at \$26,332,792.00 and assets in the Estate at 58,667,048.00 [Exhibit 20, I&A; Tr. Hg. 11/15/07, p. 149]
- b. Bill Hammond's report to AG Jones stated that the Brown assets were worth \$80 - \$120 million, with about \$20 million in the 2000 Trust.
- c. On November 21, 2007 AG Jones asserted Buchanan/Pope's service as both Trustees and PRs was improper and raised possible ethical problems.
- d. Between November 30, 2007 and January 4, 2008 the AG s of Georgia and S.C. filed numerous documents accusing Buchanan/Pope of impropriety, while Dallas and joint-venturer Forlando filed similar documents accusing Buchanan and Pope, and also accusing Judge Early. PG helped with Dallas' motion to recuse Jg. Early.
- e. On December 14, 2007 AG Jones and the Georgia AG filed documents asserting the actions of Buchanan and Pope went "far past the stop sign of conflict of interest." [Mot. AG s Alter/Amend, 59(e), p. 3.]
- f. On December 21, 2007 the Georgia AG asserted in a hearing in Case 122 that Pope had adopted the position of Levenson "who seeks to destroy the charitable trust"; that Pope's "interests are adverse to the interests of the charitable beneficiary"; and that "there are serious issues of breach of fiduciary duty related to Adele Pope and Bob Buchanan." [Tr. Hg. 12/21/07, p. 24, Ex. 21]
- g. On December 21, AG Lewis, under AG McMaster, opposed our right to select counsel to recover losses caused by Cannon and others, asserting we should not control the litigation because "one of the greatest breaches of all may be the breach of Adele Pope and Bob Buchanan." [Tr., Hg. 12/21/07, pp. 24, 25.]
- h. On December 21, 2007 AG Lewis also opposed our filed, detailed request for fees as SA s and prospective payments towards our PR/Trustees' commissions, specifically pointing out details to which she objected.⁵ [Tr. Hg. 12/21/07, p. 64]

⁵ By contrast, Tommie Rae's attorney stated "[w]e would certainly take the position at the appropriate time, Mr. Buchanan and Ms. Pope have provided extraordinary services as compared to the usual estate administration....". He also said "[w]e don't think the Attorney General from

i. At the December 21, 2007 hearing the Court was informed of Tommie Rae's newly filed challenges to the 2000 Trust. [Tr. Hg. 12/21/07, p. 58]. Challenges from the Levenson clients followed. By January 6, we made clear our intention to vigorously defend Brown's estate plan as directed by Brown's documents.⁶

j. At a January 4, 2008 hearing in Case 122, the Court and all Interested Parties were advised of a 43-page complaint filed in Federal Court against Buchanan and Pope. Levenson advised that Count one seeks removal and Court Two seeks injunctive relief to us from proceeding, and that "its got about 120 paragraphs of factual statements." [Tr. Hg. 1/4/08, p. 64, 69.]

k. By motion and affidavit dtd. January 4 - 6, 2009 Pope advised "one of our primary acts as SA s ...was preventing an imprudent sale of Mr. Brown's assets.." We asked the Court to schedule a full hearing "to determine that what Mr. Buchanan and I have done as SA s and...as [PR/Trustees] is proper. [Mot. Dtd. 1.4.08; Ex.22]

l. By January 7, 2008 Forlando, represented by counsel for himself and Terry in State Court, along with Dallas/Bradley counsel PG, amended his federal complaint to seek damages, personally, against us for conversion and other alleged impropriety. [Exhibit 23]

m. Br order dated January 8, 2008 Judge Early made detailed findings and awarded us \$317,000.00 SA fees, plus costs, plus "continuing payment on a 'time plus costs' basis for themselves and their staff [for work from November 21]. ... This shall be a deposit toward, and without prejudice to, their full commissions as [PR/Trustees]." Legal interest applied to amounts unpaid after 60 days. [Exhibit 24, Order dtd. 1/8/08]

o. At the January 9 hearing, AG Jones advised of his knowledge of the federal lawsuit by saying "when the federal lawsuit was filed . . . the pleadings were very similar to the ones that we presented ... I'd like to state for the record in direction of my office and Attorney General that our matter is before your Honor. . . We took no part in that participation." [Tr. Hg. 1/9/08, pp. 72,73]

p. On February 7, 2008 AG McMaster appeared on WIS television program with Forlando to assert that actions of Buchanan/ Pope "went far past the stop sign of conflict of interest."

Georgia has a stake in any of these matters... This a South Carolina trust," [Tr., Hg. 12/21/07, pp. 58,61]

⁶ On November 28 Buchanan/Pope filed pleadings asserting no probable cause existed to challenge either the 2000 Trust or the Will. [Compl. DJ, 11/28/07]

q. On February 29, 2008 "The James Brown Legacy, Inc." of which Forlando was part owner, and from which Dallas and Cannon sought options or a "kickback", sent a letter of intent to purchase the assets of the 2000 Trust for \$90 - \$100 million. It was not accepted. [Exhibit 25]

r. On March 25, 2008 Buchanan's affidavit attached our Application for Estate Tax Extension filed March 24 with the IRS, and fully disclosed our position that the estimated value of Brown's "Royalties, image, persona, publicity rights, and all rights associated w/ unpublished songs" was about \$80 million. [Exhibit 26]

s. On March 26, 2008 Cox, Terry Brown sent 2 \$92- \$102 million letters of intent to purchase Estate/2000 Trust assets [Exhibit 27]. We notified the Court and parties of our rejection of these offers.

t. By April 22, 2008 emails generated by terminated attorney Hammond and Dallas and Cannon's own testimony demonstrated the fraud under §62-1-106 of Dallas and Cannon, as was found in the April 8 order; that both lied about not engaging PG; that both were working with PG to prevent the delivery of the PG file; and that both, with Hammond, had extensive contacts with AG Jones.

11. On information and belief, the information to meet the requests of the investigations of the AG s of two states, and those of PG, Forlando and the former PR/Trustees, with copies for all Plaintiffs, constituted a complete report of our actions and the existence of any supposed complaint before May 18, 2008.

III. Knowledge of Plaintiffs, other Interested Persons Before May 18, 2009

12. The record shows that in addition to the above knowledge, before May 18, 2009 all Plaintiffs and other Interested Persons in the 2000 Trust and Estate of James Brown had acquired the following knowledge:

a. Beginning March 2008 Buchanan and Pope respectfully and repeatedly notified AG McMaster of their positions, making him fully aware, with all Interested Persons, of their positions and actions. [See for examples, Ex. 28, 29, 30, 31, and 32]

b. In September 2008 Buchanan and Pope gave lengthy depositions in the Forlando Federal Court case, and in November were questioned, with Plaintiff

Terry present and his attorney Bell questioning Defendants. [Tr. Hg. 11/18/08]

c. On September 25, 2008 we filed the Estate Tax Return. Consistent with the earlier filings, the amount passing to The James Brown "I Feel Good" Trust was shown as approximately \$83 million.

d. On information and belief, by August 10, 2008, Bauknight had been selected by the AG and those attending the secret mediation, and obtained knowledge of all matters known to Plaintiffs. [Exhibit 33]

e. By September 2008 we made clear that the AG and Settling parties, who had generated estate taxes which under James Brown's estate plan were not required to be paid by the Estate/2000 Trust, should work on both the tax issues and the Royalty and Publicity Rights development. [See Ex. 34 and 35]

f. The Amended Complaint dated November 7, 2008 [Exhibit 36] and our charts produced in February 2009 [Exhibit 37] confirm that Plaintiffs had detailed knowledge of all of our actions by early March 2009. The Amended Complaint even accused us of acts previously approved by Court Orders. [See, for example, Ex. 38]

g. By March 2009 we had made it clear that we believed it violated our fiduciary duty to sign the settlement agreement which made a knowingly incorrect determination of the heirs of James Brown, damaging the Estate/Trust's copyright rights, and required us not to complain of AG McMaster, a public official, or what he had done. [Ex. 40]

13. We are informed and believe that this action was filed more than one year after Plaintiffs received a full report, with details, of all of our actions, including those raised in the complaint.

14. On information and belief, we were relieved by the Court of Appeals of any liability for mismanagement of the 2000 Trust and Estate after May 26, 2009, which liability rests on Russell Bauknight pending the outcome of the appeal of our replacement by him. [Exhibit 41]

IV. August 2010 Assertion to Supreme Court regarding Value of Assets

15. In August 2010, AG Jones, for the first time, predicted that Plaintiff Bauknight

would shortly produce an appraisal showing the James Brown assets were worth only \$12 million at Brown's death.

16. This revelation is inconsistent with our testimony through March 2009, the representations of Plaintiffs, and the statements of the more than 30 attorneys who have represented Plaintiffs, the Estate/2000 Trust and the former fiduciaries since Brown's death.⁷ The lowest value of Mr. Brown's assets at a time near his death which we recall hearing was in an email from counsel for Tommie Rae which we accidentally received; considered unreliable; and disregarded until it was mentioned by counsel for Tommie Rae in the Case 1647 hearings. [Ex. 42]

17. If Brown's assets were worth \$12 million, unrecouped expenses \$2.5 million, and personal effects \$1.5 million, Brown's Estate Plan would give the "I Feel Good" private foundation about half of Brown's assets, as follows:

Total value of Assets:	\$12,000,000.00	
Expenses	(2,500,000.00)	
Pers. Eff., Est. Taxes	<u>(1,500,000.00)</u>	
2000 Trust for division:	\$ 8,000,000.00	
Grandchildren's Education	\$ 2,000,000.00	(7 @ \$285,000.00 +/-)
"I Feel Good " Foundation	\$6,000,000.00	

⁷ Attorneys who represent or have represented one or more Plaintiffs and/or the former fiduciaries include (1) Strom Thurmond, (2) David Miller, (3) Rodney Peoples, (4) Cam Lewis, (5) Keith Babcock, (6) Jonathan Harling, (7) Ariel King, (8) Bill Hammond (9) Bill Tucker (10) Stan Jackson (11) Wayne Byrd, (12) Havird Jones, (13) Mary F. Jowers, (14) JC Nicholson, (15) Robert Rosen (16) Alan Medlin (17) Heyward Carter (18) Jean Lee (19) Jan Warner (20) Max Pickelsheimer (21) Fred Kingsmore (22) David Bell (23) PG attorneys Shearer (24) Custer (25) Dempsey and (26) McGaughey, GT attorneys (27) Sidman and (28) Katz, (29) Leon Friedman, (30) Levenson and (31) Yount, (32) Maxwell, (33) David Black.

18. If, as Plaintiffs asserted for the first time nearly four years after Brown's death, Brown's assets were worth only \$12 million, the AG's August 10, 2008 agreement and subsequent agreement with Terry Brown would give the "I Feel Good" Foundation only about 15 % of James Brown's assets, and decimate the Education Trust for 7 grandchildren, all to the benefit of disinherited persons, approximately as follows:

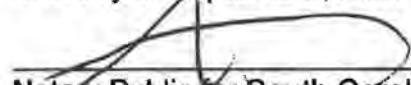
Total value of Assets:	\$12,000,000.00
Expenses	(2,500,000.00)
Estate Taxes (minimum)	<u>(1,380,000.00)</u>
Amount for Division	\$ 8,120,000.00
To Children & Hynie Brown (52 ½%)	\$4,263,000.00
<u>To "I Feel Good" Foundation</u> <u>(47 ½% LESS \$2 million)</u>	<u>\$1,857,000.00</u>
For Undesignated Descendants	\$2,000,000.00

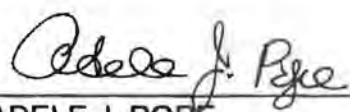
19. Under the AG's agreement, if approved on appeal, Terry Brown also has a 10-year right to purchase assets valued at \$12 million and be part of a company owned with son Forlando who has valued assets at \$150 million, and which has proposed options or a "kickback" for Dallas and Cannon.

FURTHER DEPONENTS SAYETH NOT.


 ROBERT L. BUCHANAN, JR.

SWORN TO before me this
 21st day of September, 2010


 _____ (L.S.)
 Notary Public for South Carolina
 My Commission expires: 7/13/16


ADELE J. POPE

SWORN TO before me this
21st day of September, 2010



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

Index of Exhibits Attached to Affidavit Dated September 21, 2010

- Exhibit 1 - Excerpt, Plaintiffs' Memorandum in Opposition to Defendants' Motion to Dismiss, dated 8/27/10, this case.
- Exhibit 2 - Excerpt, Plaintiffs' Memorandum in Opposition to Defendants' Motion to Dismiss, dated 8/27/10, this case.
- Exhibit 3 - Certificate and Agreement of Trust, James Brown 2000 Irrevocable Trust, including the "Brown Family Education Trust" and The James Brown "I Feel Good" Trust, dtd. 8/1/00
- Exhibit 4 - Excerpt, James Brown Power of Attorney, dtd. 6/15/99
- Exhibit 5 - Latham email to Yount, Levenson and others, dtd. 10/5/07 re: James Brown Music Education Foundation
- Exhibit 6 - Minutes of Trustees' Meeting, Irrevocable Trust Agreement of James Brown, 12/27/06
- Exhibit 7 - Minutes of Trustees' Meeting, Irrevocable Trust Agreement of James Brown, 1/3/07
- Exhibit 8 - Memorandum and Representation Agreement between Louis Levenson, Esquire and Terry Brown, Larry Brown, Daryl J. Brown, Vanisha Brown, Deanna J. Brown Thomas and Yamma N. Brown Lumar, dtd. 1/8/07
- Exhibit 9 - Excerpts, Motion to Require Disclosure of Secret Settlement dtd. 8/18/09, Case 122 (With portion of Attachments, Excerpt Ans. Interrog. Forlando Brown)
- Exhibit 10 - Excerpts, Deposition of Forlando Brown
- Exhibit 11- Executive Summary, Management Team Lumar, Lumar, Cox, others, excerpts of email dtd. 11/12/07
- Exhibit 12 - Prenuptial Agreement, dtd. 11/27/01
- Exhibit 13- Excerpts, Cox, Forlando (William) Brown, and Machine Group (Alvin & Calvin Waters) Presentation, May 2007
- Exhibit 14 - Email from Bill Hammond to Adele Pope and Keith Babcock, dtd. 6/15/07

- Exhibit 15- Powell Goldstein Documents to transfer 2000 Trust to Georgia; Excerpts, Affidavit of Adele J. Pope, dtd. 5/1/08 and Exhibit A (Case 122); Excerpts, Order of the Honorable Doyet A. Early, III Regarding the Deposition of William B. Shearer, Frank S. McGaughey, III and Joel Katz and Application for Stay of Same, dtd 6/15/08
- Exhibit 16 - Letter, dtd. 10/12/07, from The James Brown Legacy, Inc. (name pending), to Buddy Dallas and Alford Bradley
- Exhibit 17- Email from David Yount to All Counsel, dtd. 11/10/07
- Exhibit 18- Statement, James Brown LLC Royalties Collected and Bonds Outstanding through 2007
- Exhibit 19- Excerpts, Return and Recommendation of Special Administrators, dtd. 11/14/07
- Exhibit 20- Excerpts, Inventory & Appraisement, dtd. 11/15/07
- Exhibit 21- Excerpts, Transcript of 12/21/07 Hearing, Case 122
- Exhibit 22 - Excerpts, Affidavit of Adele J. Pope, dtd. 1/6/08, Case 122; Excerpt, 3/7/08 Hearing Transcript
- Exhibit 23- Excerpts, Amendment to Complaint of Forlando Brown, Federal Case
- Exhibit 24- Order Directing Payment of Fees and Costs of Special Administrators, dtd. 1/8/08
- Exhibit 25 - Letter from TJBL, Inc. To Buchanan and Pope, dtd. 2/29/08
- Exhibit 26 - Excerpts, Affidavit of Robert L. Buchanan, Jr., dtd. 3/25/08 and Application for Extension of Time to File Estate Tax Return, dtd. 3/24/08
- Exhibit 27 - Letters of TJBL, Inc to Buchanan and Pope, dtd. 3/27/08
- Exhibit 28 - Excerpts, Letter of Buchanan and Pope to AG McMaster, dtd. 3/10/08
- Exhibit 29 - Excerpts, Letter of Buchanan and Pope to AG McMaster, dtd. 6/13/08
- Exhibit 30 - Excerpts, Letter of Buchanan and Pope to AG McMaster, dtd. 6/16/08
- Exhibit 31 - Excerpts, Letter of Buchanan and Pope to AG McMaster, dtd. 6/27/08

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- Exhibit 32 - Excerpts, Letter of Buchanan and Pope to AG McMaster, dtd. 7/25/08
 - Exhibit 33 - Letter of William W. Wilkins to the South Carolina Supreme Court, dtd. 8/31/10
 - Exhibit 34 - Letter of Buchanan and Pope to AG McMaster and Louis Levenson, dtd. 9/2/08
 - Exhibit 35 - Excerpts, Letter of Buchanan and Pope to AG McMaster, Levenson, Medlin and Bell, dtd. 10/20/08
 - Exhibit 36 - Excerpts, Amended Petition for Removal and Restraint, dtd. 11/7/08, with Selected Attachments
 - Exhibit 37 - Charts showing effects of "settlement" on Estate and Trust of James Brown
 - Exhibit 38 - First Semi-Annual Report to Devisees, Beneficiaries and Attorney General, dtd 5/20/08, with attachments, and Interim Accounting #1, Estate of James Brown, dtd. 6/24/08, with attachments
 - Exhibit 39 - Reserved
 - Exhibit 40 - Agreement, dtd. 8/10/08
 - Exhibit 41 - Order Substituting Parties and Amending Order Granting Motion to Sever and Proceed Separately, dtd. 4/5/10
 - Exhibit 42 - Email from S. Alan Medlin to other counsel, dtd. 7/31/08

Oria

EXHIBIT 1.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

RUSSELL L. BAUKNIGHT, as Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf of Henry Dargan McMaster, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James Brown II; Daryl J. Brown, individually and on behalf of his minor child Janise Vanisha Brown; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor children Sydney Lumar and Carrington Lumar; Tonya Brown; Venisha Brown Larry Brown; and Terry Brown

Civil Action No. 2010-CP-40-4900

JEANETTE W. BROWN
C.C.P. & G.
2010 AUG 27 PM 4:24

FILED

PLAINTIFFS' MEMORANDUM IN
OPPOSITION TO DEFENDANTS'
MOTION TO DISMISS

and

HENRY DARGAN MCMASTER, in his capacity as Attorney General of the State of South Carolina; TOMMIE RAE BROWN, individually and on behalf of her minor child, JAMES BROWN II; DARYL J. BROWN, individually and on behalf of his minor child JANISE VANISHA BROWN; LINDSEY DELORES BROWN; DEANNA J. BROWN THOMAS; JASON BROWN-LEWIS; YAMMA N. BROWN, individually and on behalf of her minor children SYDNEY LUMAR and CARRINGTON LUMAR; TONYA BROWN; VENISHA BROWN; LARRY BROWN; and TERRY BROWN,

Plaintiffs

v.

Adele J. Pope and Robert L. Buchanan, Jr.,

Defendants

In this lawsuit, Plaintiffs seek redress for the substantial injury done to the financial legacy of one of South Carolina's most famous and generous icons, the late James Brown. This

EXHIBIT 2

Memorandum in Opposition to Motion to Dismiss
2010 CP-40-4900

Injury was the result of acts and omissions of the former Personal Representatives of the Estate of James Brown and Trustees of the James Brown 2000 Irrevocable Trust, Adele Pope and Robert J. Buchanan, Jr. The resulting damage—which could be in the tens of millions of dollars—threatens the fulfillment of the very legacy they were charged with protecting.

James Brown died on December 25, 2006. The initial Personal Representatives and Trustees were removed and replaced by Adele Pope and Robert Buchanan on November 20, 2007. On that date, they assumed all fiduciary responsibilities to the Estate and Trust. On May 26, 2009, Judge Doyett A Early, III removed Pope and Buchanan as Personal Representatives and Trustees and installed Russell L. Bauknight in those positions.

Prior to May 26, 2009, a number of disputes arose among the Plaintiffs concerning the validity of the estate documents, the assertion of an elective share, and the identification of beneficiaries. By way of a negotiated agreement, the Plaintiffs have agreed to set aside their differences on these issues. This Settlement Agreement was approved in full by Judge Early on May 26, 2009 (a copy of which is attached at Exhibit A). Although specifically ordered to do so, Defendants have refused to sign the Settlement Agreement.

The most significant component of the Settlement Agreement is the establishment of a Charitable Trust intended to provide financial assistance to deserving students who seek education in South Carolina and Georgia. This objective was the often stated and well-known desire of James Brown. Mr. Brown's family members and the Attorney General, through their compromise in the Settlement Agreement, seek to fulfill this objective. The acts and omissions of the Defendants have significantly compromised this dream.

In this lawsuit, the Plaintiffs seek to recover damages for multiple breaches of fiduciary duty and other acts of negligence on the part of the Defendants. Defendants seek to obfuscate

96 Book 61102
Columbia SC 29260

CERTIFICATE AND AGREEMENT OF TRUST
"IRREVOCABLE TRUST AGREEMENT"
JAMES BROWN & TRUSTEES AUGUST 1, 2000"

MISCELLANEOUS
VOL 1088 PAGE 116

The undersigned Grantor(s) and Trustee(s) of a certain trust (the "trust") represent, warrant, certify and agree as follows:

EXHIBIT 3

1. The Grantor(s) of the trust is/are: James Brown
2. The Trustee(s) of the trust is/are: Alford A. Bradley, Albert H. Dallas, David G. Cannon
3. The Successor Trustee(s) of the trust is/are: As Appointed by the original Trustee(s),
as and if necessary
4. The Beneficiaries of the trust are: Grantor, The Brown Family Education Trust,
The James Brown "I Feel Good" Trust
5. The trust is evidenced by written agreement dated: August 1, 2000.
The trust provides, in general, full and unrestricted powers for the Trustees to act in the same manner and capacity as any individual can act for/in his own behalf.
6. The trust is revocable and amendable irrevocable
7. The trust is governed by the laws of the state of South Carolina
8. The trust Tax I.D. No. is: ~~XXXXXXXXXX~~
9. Any two (2) of the Trustees, (or any one (1) acting upon the written authority, direction or consent of any one (1) of the other Trustees), shall have the authority to execute binding deeds, mortgages, notes, contracts, contracts of sale and purchase, and all other document(s) incident or otherwise pertaining to the administration of the trust pursuant to the applicable laws of the state in which the trust is transacting business.
10. The undersigned Grantor(s) and Trustee(s) jointly and severally indemnify and hold harmless third parties or entities from any liabilities and expenses that arise from reliance on this Certificate of Agreement. This indemnification and hold harmless shall survive termination or amendment of the trust.
11. Third parties or entities may rely upon this Certificate and Agreement until it receives a new Certificate and Agreement advising of any changes to the trust.
12. This Certificate and Agreement supersedes any prior certificates, documents, or information provided to Any parties regarding the trust.
13. Where there are more than one Grantor and one Trustee or where the Grantor(s) and Trustee(s) are not the same person(s), this Certificate and Agreement (and its provisions) may be executed in counterparts all of which shall together be considered as one document.
14. This Certificate and Agreement may be in any jurisdiction for any purpose.

End of Page. See Next page for Execution

Book 00742:2303 Augusta - Richmond County
2001023955 08/07/2001 11:15:55 00
2001023955 August 1 - Richmond County
\$12.00 AGREEMENT

CERTIFICATE OF SERVICE BY MAIL

I, Vicki S. Morse, Legal Secretary to Daryl L. Williams, of Jeter & Williams, P. A., attorneys for the Defendant Adele J. Pope, do hereby certify that on the date noted below the foregoing document, was served on counsel of record by hand delivery, addressed as noted below.

Date served: **September 22, 2010**

Vicki S. Morse
Vicki S. Morse
2010 SEP 28 PM 1:21
KIMBERLY W. WINGATE
C.C.P. & G.S.

Mailed To:

Kenneth B. Wingate, Esquire
Everett A. Kendall, II, Esquire
Sweeney, Wingate & Barrow
1515 Lady Street
Columbia, SC 29211

Attorneys for the Plaintiffs

JK 00742:2304 Augusta - Richmond County
001023955 08/07/2001 11:15:55.00

IN WITNESS WHEREOF, the Grantor(s) and Trustee(s) have signed this Certificate and Agreement this 1 day of AUGUST, 2000.

WITNESSES: MISCELLANEOUS
James Brown (Seal)
James Brown, Grantor
Alford A. Bradley (Seal)
Alford A. Bradley, Trustee
Albert H. Dallas (Seal)
Albert H. Dallas, Trustee
David G. Cannon (Seal)
David G. Cannon, Trustee

STATE OF South Carolina
Richmond)
COUNTY OF Aiken)

ACKNOWLEDGMENTS

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of written Certificate and Agreement of Trust Irrevocable Trust Agreement of James Brown was this day produced to me in the above State and County by James Brown, Grantor, and Alford A. Bradley, Albert H. Dallas, and David G. Cannon, Trustee(s), all being parties hereto and was executed and acknowledged by them to be their free act and voluntary deed and all have the requisite capacity to execute this Trust Agreement.

WITNESS my signature this 1st day of August, 2000.

H Dewain Herring (Seal)
Signature of Notary Public
H DEWAIN HERRING
Printed Name of Notary Public
Notary Public for: SC

My Commission Expires: 3/17/2010

RECORDED 8-24-01 @ 10:50 hrs
Judith Y. Wanser
R.M.C. AIKEN COUNTY

19712

Filed in this office
Augusta - Richmond County
08/07/2001 11:15:55.00
Etienne J. Adams

Excerpts, Emails from Yount to Latham and Latham to Yount dtd. October 5, 2007

EXHIBIT 5

Adele J. Pope

From: Bill Latham [bill.latham@nelsonmullins.com]
Sent: Friday, October 05, 2007 2:34 PM
To: David Yount
Cc: Louis Levenson; adele@popelawfirm.com; ribuchananjr@bellsouth.net
Subject: RE: JB Music Foundation

David:

Your E-mail took is inaccurate. Deanna and Yamma certainly were/are Board Members of the Foundation, and they authorized the use of their names in multiple telephonic Foundation meetings. They both participated in Board meetings and received minutes reflecting both their roles and their involvement.

We suggest that a meeting of the Foundation's Board of Directors be called to address any questions or concerns Deanna and Yamma may have about the Foundation. In this meeting, the Board (including Yamma and Deanna) could authorize shutting down the Website or other action the Board may deem appropriate. If this is acceptable, we can start working on mutually agreeable dates for the meeting.

Let me know--

Bill

HOME	VCARD	BIO	LOCATION
 <p>William H. Latham Attorney at Law bill.latham@nelsonmullins.com</p> <p>Nelson Mullins Riley & Scarborough LLP Meridian, 17th Floor 1320 Main Street, Columbia, SC 29201 Tel: 803.255.9533 Fax: 803.255.9075 www.nelsonmullins.com</p>			

Bill,

We are curious as to why this website is still up and whether donations are being submitted to Intrigue in Florida?
<http://jbmusicfoundation.com/index.cfm>.

Please instruct Intrigue to immediately remove the names of Deanna Brown and Dr. Yamma Brown from the "Board" section of the website. Deanna and Yamma are not board members nor have they given authorization to use their names in support of the purported foundation.

EXHIBIT 6

MEETING OF TRUSTEES
IRREVOCABLE TRUST AGREEMENT
OF JAMES BROWN
DECEMBER 27, 2006

It having come to the attention of the Trustees that ALFORD A. BRADLEY, named Trustee, Irrevocable Trust Agreement of James Brown dated August 01, 2000, has failed to qualify and accept responsibility as Trustee, by unanimous agreement of the other two named Trustees, ALBERT H. DALLAS and DAVID G. CANNON, Deanna Brown issue by appointed Trustee to serve in lieu of the named ALFORD A. BRADLEY with all rights and obligations as Trustee as if originally named by Grantor, JAMES BROWN, by signature attached below, the undersigned, Deanna Brown accepts the responsibility and duties of Trustee, Irrevocable Trust of James Brown dated August 01, 2000.

This 27th day of December, 2006.



EXHIBIT 7

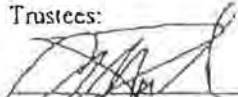
MINUTES OF TRUSTEES
IRREVOCABLE TRUST AGREEMENT
JAMES BROWN
U/A DATED AUGUST 1, 2000

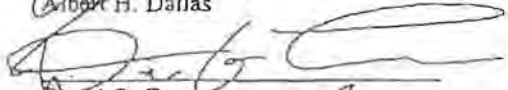
WHEREAS, the Trustees of the Irrevocable Trust Agreement of James Brown dated August 1, 2000 (the "Trust Agreement"), constituting, ALBERT H. DALLAS, DAVID G. CANNON and DEANNA BROWN did meet at the offices of Smith, Massey, Brodie, Thurmond & Guynn, P.A. on January 3, 2007;

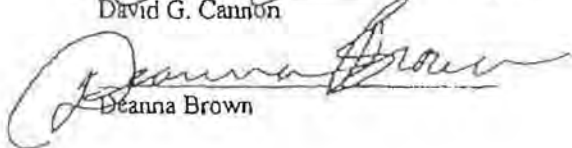
WHEREAS, the Trustees of the Trust Agreement by their signatures below do hereby resolve to hire YAMMA BROWN LUMAR, the daughter of James Brown, found to be a competent and qualified person as an executive assistant to the Trustees to assist the Trustees in carrying out the responsibilities of their office.

NOW, THEREFORE, it is hereby resolved that the Trustees will hire YAMMA BROWN LUMAR as an executive assistant to the Trustees of the Trust Agreement to work at the pleasure of the Trustees, and that no employment agreement will be entered into with YAMMA BROWN LUMAR, and that this resolution shall not be construed as an obligation to provide continued employment.

Trustees:


Albert H. Dallas


David G. Cannon


Deanna Brown

Effective Date: January 3, 2007

00053

Excerpts, Ltr. Of Louis Levenson to Terry Brown and others dtd. January 8, 2007
(redacted)

EXHIBIT 8



LEVENSON & ASSOCIATES

Attorneys At Law

125 Broad Street, SW
Atlanta, Georgia 30303
www.levensonlaw.com

Louis Levenson
Georgia Bar No. 447938
South Carolina Bar No. 7395

David M. Yount

Office: (404) 659-5000
Facsimile: (404) 659-1355

January 8, 2007

MEMORANDUM AND REPRESENTATION AGREEMENT CONFIDENTIAL AND ATTORNEY CLIENT PROTECTED

To: Heirs at Law/Children of James Brown, Deceased
Mr. Terry Brown
Mr. Larry Brown
Mr. Daryl J. Brown
Ms. Vanisha Brown
Ms. Deanna J. Brown Thomas
Ms. Yamma N. Brown Lumar

Based on the preliminary discussions I have had with [REDACTED] prior to today, and based upon your meeting with me on January 8, 2007 in Augusta, Georgia, you have indicated that you, as individuals and as a family, wish legal representation. This representation is needed in connection with starting a legal investigation into matters related to your father's estate and his trust (and an accounting of the latter from the trustees, if such a trust exists) and, most importantly, the enforcement of a) your rights under the Estate of James Brown, deceased (whether such estate is created under a Last Will and Testament of James Brown, deceased or through an estate established due to complete or partial intestacy), and b) to review and advise you of your rights under the Irrevocable Trust Agreement of James Brown (dated August 1, 2000) and under any other trusts that may have been lawfully created by your father either during his life or through his will (note that the Irrevocable Trust appears to create two more trusts to possibly take effect after Mr. Brown's death, "The Brown Family Education Trust" and "The James Brown 'I Feel Good' Trust").

I have read what purports to be James Brown's Last Will and Testament dated August 1, 2000 and also his Irrevocable Trust Agreement of August 1, 2000. I have seen in the media (via internet) that certain documents may bear Mr. Brown's signature and that of Ms. Tomi Rae Hynie (as to the Trust); though I have not yet seen these nor do I think that these documents are valid or legally enforceable. It is not even totally clear that these documents are the last documents that were made by Mr. James Brown during his lifetime, which issue may be resolved once the Will is offered for Probate and certain petitions are filed to request of the Trust or Trusts (and any co trustees operating and serving the Trust) an accounting of the financial affairs since the date of its creation. All of the above is a brief summary of why an investigation into the documents and the persons in charge of the affairs of James Brown should be commenced BEFORE any action is taken to object to any will or trust (we will discuss what these documents say about people who object to the validity of the trust).

Excerpts, Ltr. Of Louis Levenson to Terry Brown and others dtd. January 8, 2007
(redacted)

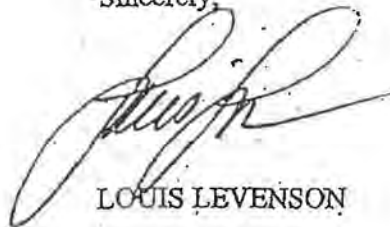
~~It is difficult if not impossible to advise you this moment as to your rights under either of these documents until my office has been able to see and review a number of documents that have not yet been shown to anyone, including trust accountings, bank records, correspondence, etc. relating to both the estate and trust. It is also important to look at the methods by which James Brown acted with respect to the trust (ie was he a beneficiary under that trust? And if so, what income or other assets did he receive from it?).~~

Particularly as to the trust, it is crucial to determine whether the trust is/was valid under South Carolina law and that the 2 or 3 trustees have served according to law and that there has been proper management of the trust assets since the trust was allegedly created in 2000 and that an accounting of the finances of the trust has been made.

~~_____~~
This means that I will be your personal lawyer for every person who has signed below and will also serve as the lawyer for the "family" of persons whose names appear below, so that I can make the investigation described above and can get for you documents and information to inform you, the clients, of what has been done and what needs to be done. It is likely that some manner of Court proceedings in South Carolina will be necessary and you, by your signatures below, authorize me to file whatever is necessary to protect your rights and to investigate the claims that you have. ~~_____~~

By your signatures below you are consenting to my representation and authority to act on your behalf as your attorney in any and all matters referenced above, including appearing in any litigation matters for you.

Sincerely,


LOUIS LEVENSON

Consented to:

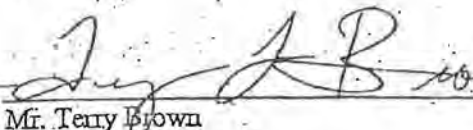

Mr. Terry Brown

EXHIBIT 9

Estate and the Trust, control the amount of money that would go into a Trust to be created, and determine how much each other beneficiary of the Estate would receive. Aunt Deanna, Uncle Darren and Aunt Yamma planned to create a new company that would be under their control and that would control the assets of the Estate and Trust. Mr. Sharpton, Mr. White and Mr. Levenson would benefit by contributing in various forms to this plan.

Uncle Darren and Aunt Yamma said they would give the Plaintiff \$10 million and a Porsche Boxter to go along with the plan and keep quiet. Mr. Levenson said that if the existing trustees did not go along, he would manipulate the court system in order to obtain the assets of the Estate and Trust so that the family and their advisors could implement this plan.

A presentation was made at the meeting by Uncle Darren regarding the plan with slides and a power point with approximately six different screens. At the conclusion of the presentation, everyone shook hands and said that James Brown did not get it right, but they were going to get it right. The group then started drinking wine and smoking cigars and continued discussing the plan to take over the Estate and Trust.

After the meeting, the Plaintiff told Dr. Cox that no one had mentioned his education at the meeting. Dr. Cox told the Plaintiff that he had two choices: go along with the plan or object to the plan. The Plaintiff decided to object. The Plaintiff did not understand how the family could disregard his grandfather's will and the Trust. The Plaintiff asked Dr. Cox after the meeting how could he help stop what these people were trying to do to his grandfather's will and Trust. Dr. Cox suggested that they try to get in front of the trustees to attempt to get the Plaintiff's education paid for as required by the Trust.

Around this same time frame, the Plaintiff's Aunt Yamma and Uncle Darren were involved in an altercation (the stabbing of his Uncle Darren) that the Plaintiff witnessed. The same night as

the altercation, the Plaintiff told his Aunt Yamma and Uncle Darren that he was not going to participate in a plan to contravene his grandfather's wishes.

The Plaintiff arranged for Dr. Cox to meet Mr. Dallas at Mr. Dallas's law office in Thomson, Georgia. Alvin and Calvin Waters also attended that meeting and reported that they knew some investors from Asia who might be willing to purchase the assets of the Trust and Estate. At that meeting, Mr. Dallas listened for five minutes, ended the meeting, and said that the Plaintiff would no longer be involved in such a plan. Mr. Dallas stated that he wanted Dr. Cox to put together a real plan that the trustees could evaluate to further the interests of the James Brown legacy. Mr. Dallas told Dr. Cox that any plan needed to contemplate purchasing the assets of the Trust and Estate for at least \$100 million, because the assets were worth at least that, and that it was "incumbent upon me to get the most value for the estate and Plaintiff's assets. I owe him that much respect. Hell, we all do."

From that point, Dr. Cox worked on a way to bring a deal to Mr. Dallas as Trustee that was better than what the other children were presenting and one which would honor Plaintiff's grandfather's wishes. The discussions about the structure of the plan has changed constantly since that time. Plaintiff and Dr. Cox had sporadic conversations every month to discuss how they could stop the children from attacking the will and trust ensuring that the Plaintiff's grandfather's wishes were carried out. The Plaintiff discussed what was going on in the Aiken County court with Dr. Cox. Dr. Cox and the Plaintiff had several discussions regarding how to best to arrange a purchase of the assets of the Estate and Trust, including sales of the assets, leases of the assets, and/or the use of management companies. Dr. Cox thought it was important to have a spokesperson for the Estate and Trust and initially that was to be the Plaintiff's sole role assuming a purchase ever occurred. The Plaintiff was not going to be an investor or principal in this venture.

EXHIBIT 10

0101

1 a third party person coming in to evaluate the
2 assets, look at his offer, see if it matched up,
3 what was the margin difference, and make a
4 decision. But he would at least know what he was
5 dealing with in terms so that, you know, that the
6 kid over here could get his education paid, and
7 they could move this thing down the road is what
8 the initial idea was.

9 Q Okay. And I want you to help me kind of pin this
10 on a time line, if you would, and let's use the
11 event of your termination of your original counsel,
12 Mr. Levenson, and tell me if these events with--
13 Initial events with Mr. Cox occurred before or
14 after that termination, which I think was in early
15 April.

16 A It was before.

17 Q It was in March, wasn't it?

18 A Yeah, it was in March. It was-- I had met Terry
19 back in January or February.

20 Q Okay.

21 A It was-- We were having these conversations before
22 then.

23 Q Okay.

24 A Because as you well know, that-- That Chip and, or
25 excuse me, Darren, Lamar, Yamma, Deanna, her

0102

1 husband, UBS guy, Jim Blackwell and a host of
2 investors, Louis and David Yonk from his firm had
3 this meeting at Chip's house where they were going
4 to basically take over these assets and manipulate
5 these assets to make money for them basically is
6 what they were going to do.

7 And that was-- Gosh, that was February--
8 That must have been February, early in the year,
9 because it was not too long after that that Terry
10 and I began to have conversations about it because
11 I-- I quickly realized no one had the Trust
12 interest or educating Trust, or my education, in

13 their scopes at all. It was simply, how do I break
14 this thing to get the money in my pocket and go buy
15 cars and everything else you'd expect?

16 Q Well, how about this proposed third-party appraisal
17 by Mr. Cox and what would eventually evolve into
18 the \$100 million dollar offer? When did that
19 happen?

20 A That was after he had said he wanted to-- He
21 wanted to give him a shot at trying to do something
22 with these assets. And what I mean "do something,"
23 I mean a business solution to help resolve those
24 issues. I said okay.

25 I went and talked to, at the time, the

0103

1 Trustee, Mr. Dallas, about it. I said, you know, I
2 don't know much about any of this stuff, but would
3 you at least see him? Buddy, you know, being a
4 Trustee and knowing me since I was, gosh, little as
5 anything, he said okay, sure, I'll-- I'll meet
6 with the guy. Let me see what he has to say.

7 Well, apparently Terry put together a
8 spectacular offer to him. Buddy-- I mean, the
9 conversation probably lasted not even a half hour
10 after Buddy-- He showed Buddy everything, how it
11 was going to work and everything, and Buddy
12 basically looked at him and said, okay. I listened
13 to him to get you down here, but now that you're
14 down here, he's not involved anymore, but what
15 you've got here is what this Trust needs to have.

16 Go back, put this together and come back and see
17 me.

18 And then, you know, conversations are
19 what started to happen between them. Now, what
20 were in those conversations, I don't really know.
21 I only know what was told me outside of them, and
22 what was told me outside of them is Buddy thought
23 that it was a good deal for the Trust because you
24 had somebody that was going to come in and evaluate
25 the assets, not Terry or anyone else doing it, but

0104

1 a third party evaluating so that you made sure you
2 got a fair price, and at the same time provide a
3 source of income to the Trust on a yearly basis to
4 continue funding this Trust for forever and ever
5 and ever and ever and ever and ever and ever and
6 ever, and giving the Trust an interest in these
7 royalties and things so that you can continue to
8 educate children. And if you didn't get to
9 \$100 million dollars, you got to eighty or ninety
10 or whatever it was, it was a worthwhile expenditure
11 on behalf of an investor because you're educating
12 children.

13 Q Did this third-party appraisal ever take place, to
14 your knowledge?

15 A No. Before they got in real detail about it, of
16 course, Buddy was removed and I think Terry and
17 Toby Byron had been working together to put the
18 things together to move forward, and I think they
19 gave a, or were trying to give a presentation in
20 Judge Early's courtroom in Bamberg. But I-- I
21 mean, it was all behind in judge's chambers.

0105

13 Q Now, Mr. Dallas and Mr. Bradley resigned in late
14 November of 2007, so is your testimony that the
15 first, I guess fruition of these negotiations would
16 have been close to the time he resigned in late
17 November or were there written offers before that?

18 A I don't know the exact dates. I know that I-- I
19 think I'm-- I recall conversations getting down
20 basically to the bare details of putting the whole
21 thing together. I just don't remember the exact
22 time it happened as it relates to the November date
23 when they resigned over in Bamberg.

24 Q Okay. And did you have a role in whatever that
25 offer was when it was made?

0106

need 106

3 sure that everything was sound and-- And standard.
4 And that was his involvement.

5 And Gray had brought-- I think Gray is
6 the one-- I'm pretty sure Gray is the one who had
7 the investors that were willing to put \$100 million
8 dollars on the table. And so because of that and
9 because of the relationship he had and the
10 contribution he made in to bringing the real
11 dollars in that Buddy was requesting, I believe
12 that's why he was on this.

13 Q That's why he was a signatory?

14 A Uh huh.

15 Q Okay. But this was Doctor Cox's deal? The --

16 A Uh huh.

17 Q -- same deal? Okay.

18

19 MR. CUSTER: You need to-- You need to say
20 "yes" out loud.

21 THE WITNESS: Yes. I'm sorry.

22

23 BY MR. WILLIAMS:

24 Q On the last page I see copies going to two lawyers,
25 one of whom is John Tiller. This is a lawyer at
0109

1 Haynesworth Sinkler Boyd, who I know. Who is
2 John Sparks? Do you know?

3 A Yes, sir.

4 Q Who is he?

5 A He is an attorney that has-- He has his own
6 private practice. Him and Terry have had-- Have
7 been involved in a prior-- A prior litigation
8 before. He handled some things for Terry when
9 it came to amounts of money and things in business,
10 and Terry had a company called the Graham Windsor
11 Group --

12 Q Uh huh.

13 A -- which was a former group of the Mescon Group,
14 which handled government contracts for the Air
15 Force and for the Pentagon Department. John had

4 and it was a sticking point with me, that the more
5 money that was made off the assets shouldn't go
6 into the hands of, you know, people that don't know
7 James Brown. Kind of like all the attorneys
8 milking it right now. It shouldn't do that. It
9 ought to go back to the Trust to educate more
10 children.

21 Q You keep talking about the attorneys kind of eating
22 at the trough here, and I'm just kind of curious.
23 Other than you, who's paying your attorneys in this
24 case?

25 A Other than me?

0129

1 Q Other than you.

2 A I would imagine the Trust does that. If you're
3 insinuating that I'm helping in that milking of
4 the-- Of the assets, I would have to submit to you
5 that if we were not in such a situation with
6 incompetent Trustees that are not independent and
7 that are not fair minded and have the capacity to
8 handle these assets, we wouldn't be here. That's
9 just my opinion.

10 Q I'm-- I'm asking you if there's a third party, not
11 a named party, in the Federal lawsuit we're here
12 about, who is making payments to your lawyers for
13 the prosecution of this case, either in the form of
14 advances or as loans or direct payments that don't
15 have to be repaid by you?

16 A I don't know anything about it.

0135

4 Q Okay. Let me go back and make sure I understand
5 that-- Kind of as we go past the removal of
6 Mr. Dallas and Mr. Bradley and this October twelfth
7 letter proposal, your involvement would be as a
8 spokesperson and not for any equity interest in the
9 transaction?

23 And they-- The overwhelming answer to
24 that is, get these assets out of the hands of these
25 crazy people who don't know what they're doing,

0137

1 They have no clue what they're doing at all, and I
2 think the Christie's sale is a perfect example of
3 absolute incapability to be able to manage assets
4 of an entertainer. It just bombed and it was
5 horrible and-- And that's a business point that
6 you could look at, that you can tell was an utter
7 disaster. I mean, a huge blunder. Huge.

19 BY MR. WILLIAMS:

20 Q I'll hand you what's been marked-- Marked as
21 Defendant's 9. It bears the, on the cover page
22 Bates Number FB005903. It is unsigned. Can you
23 identify that?

24 A Yes, sir.

25 Q Okay. What is that?

0138

1 A This is an offer made by Terry Cox and TJBL in
2 March of this year, or late March of this year.

3 Q Okay. Was the letter ever signed, to your
4 knowledge?

5 A I do not believe so.

6 Q By Mr. Cox? By Doctor Cox?

7 A I believe he did sign it.

10 Q Okay. And how did you get an unsigned copy?

11 A He gave it to me before he sent it over. I wanted
12 to look at it.

13 Q Okay. And you told me your role had changed and
14 you'd become more involved, but I still don't know
15 what your enhanced role beyond being a spokesperson
16 in the proposed James Brown Legacy, Inc. entity is.

17 Now, were you going to be a partial owner?

18 A My role was to be a majority owner.

19 Q A majority owner?

20 A Yes, sir.

0140

2 Q This calls for a purchase price, and I'm looking at
3 the third paragraph on the first page, of between
4 \$90 and \$100 million dollars.

5 A Yes, sir.

6 Q You weren't putting up \$90 to \$100 million dollars,
7 were you?

8 A Do you mean me, myself personally?

9 Q You, yourself personally.

10 A No, sir.

11 Q Okay. So there were some investors who were going
12 to advance that much money and let you be the
13 majority owner of a corporation owning the assets
14 that they were buying? Is that what you're telling
15 me?

16 A Yes, sir.

17 Q And how much control would you have over the
18 management of the assets?

19 A One hundred percent control. Now, that doesn't
20 mean one hundred percent ownership, but one hundred
21 percent control of what they did with it.

0141

10 A You maybe-- You don't understand. You're getting
24 And you've got to remember. These
25 investors, I knew them personally.

0142

1 Q Well, other than Doctor Cox, who were the
2 investors?

3 A Well, that, I don't think I'm at liberty to say.

4 Q And why not?

5 A Because I don't think they'd want their information
6 given out.

7 Q Do you have a confidentiality agreement with them
8 that forbids you from disclosing their identities?

9 A I believe there was a non-disclosure set up and
10 confidentiality where you couldn't talk about

23 James Brown Legacy, Inc., the proposed acquiring
24 entity, then your idea of obtaining clear title to
25 the Trust assets would have been a conveyance by
0157
1 Dallas, Bradley and Cannon after March 27, 2008?

4 THE WITNESS: No. What I'm saying to you is
5 that all of the claims that the-- The Trust
6 and the Estate have right now, I submit to you
7 would virtually all go away.

8 But the problem is, is that the
9 alleged Trustees we have right now, if I may
10 speak to you clearly, people just don't like
11 them that much. And there's a lot of reasons
12 why. A lot of the actions they've taken are
13 not the right decisions to make with
14 entertainment assets. They are horrible
15 decisions.

23 But I can tell you one thing that I
24 do believe. If we were not in this mess and
25 Buddy Dallas was still the Trustee, these

0158
1 claims would not be here and neither would
2 anybody else be contesting anything, as a
3 matter of fact. But because we're here, where
4 we are now, thus we're spending tons of time
5 and tons of litigation and--

6 And-- And let me say also that a
7 sale of an asset to someone I'm involved in or
8 something like that, I think you'll find these
9 claims will go away.

14 Q Are you-- Well, are you aware that even prior to
15 your grandfather's death and certainly after his
16 death, the Pullman Group was involved in and had
17 brought a lawsuit in New York State, even while
18 they did business with your grandfather, to obtain
19 millions of dollars from him?

21 This is going to bomb. And he was right, of
22 course, and so were other people.

0241

8 Q Okay. Now, there were a few things-- And this is
9 where we start jumping around a little bit because
10 I wrote down some things you-- I think you
11 testified earlier that you could put \$150 million
12 dollars on the table today or relatively quickly.
13 Do you recall that testimony?

14 A Yes, sir.

15 Q Where would that come from?

16 A As I said earlier, I have contacts, equity firms,
17 investors that were interested before that we were
18 bringing to the table before, that I could still go
19 back and talk to and put this together --

21 A -- if given the opportunity.

22 Q Okay. Let's make a list of those contacts you
23 have.

24 A And that's what I said earlier. I couldn't give
25 you those because I had the agreements that said

0242

1 I'm not at liberty to give that information out.

2 Q You have more than one agreement?

3 A Well, it's more than one agreement with different
4 people.

5 Q So you have-- You have multiple agreements with
6 different groups of people?

7 A Yes, sir.

8 Q Okay. How many agreements do you have?

25 Q Okay. How many agreements, non-disclosure

0243

1 agreements do you have?

2 A Three.

3 Q Okay. And who-- Who proposed the agreements? The
4 investors or you?

5 A The investor.

6 use James Brown. I mean, and I say again, you have
7 to understand. I know these people over a course
8 of time and have a personal relationship, and so
9 they sympathize with what I had to go through.

10 Q Okay. And what-- Who else is involved in the
11 corporation to be formed and you would have
12 majority control or majority ownership? Terry Cox
13 would have an ownership interest?

14 A Doctor Cox and the investors.

15 Q Whoever these-- Whoever you choose of these five
16 or six groups?

17 A Yes, sir.

18 Q So you would have majority ownership. Terry Cox
19 would have some level of ownership?

20 A Yes, sir.

21 Q And was that determined, what his level of
22 ownership would be?

23 A No, sir.

24 Q Okay.

25 A He has said that he-- In the beginning he said he
0262

1 wanted five percent, which is what he said was--
2 He thought that was still being too generous, and--
3 But then that, of course, changed as people see the
4 numbers and how much it's worth, but ultimately I
5 had the final decision to say I'm not going to do
6 that. We're going to do it this way.

7 Q So it was your idea-- I assume your role is
8 fifty-one percent or is it more?

9 A Fifty-five.

10 Q Fifty-five percent.

11 Terry Cox is five percent?

12 A (Indicating).

13 Q And that would-- You've got to say "yes" or "no"
14 for the record.

15 A Yes, sir. Yes, sir.

16 Q You, fifty-five percent. Right?

17 A Yes.

18 Q And Terry Cox is five percent?

8 be done. This can be done this way.

9 You know, I have tons and tons of the
10 connections to put this whole deal together that
11 would solve all of these problems. And this is all
12 about money.

13 And I could right now, if all these
14 issues were off the table and we were talking about
15 settling this thing and doing it, right now I could
16 put \$150 million dollars on this table and settle
17 this thing right now. But no one's ever given
18 anybody the opportunity to do that.

19 Q Is that what you ultimately want out of this
20 litigation, the opportunity to put \$150 million
21 dollars on the table to buy the assets of the Trust
22 and the Estate?

25 THE WITNESS: No. The ultimate goal was to get
0167

1 my education paid. As I've gotten into it and
2 seen the destruction that they have caused, I
3 feel it's necessary to get these assets away
4 from these crazy people that don't know what
5 they are doing.

6 And I don't mean to be insulting,
7 but they have no independence in what they're
8 doing, and I think that's very clear.

15 And they've abandoned their
16 fiduciary responsibilities to look at offers
17 that would help my education which, you know,
18 that would be very helpful to me if I could
19 get my education paid, looking to go to law
20 school and all those other things, as well as
21 all the other children.

22 So that's the ultimate goal, but it
23 takes this process by way of a mechanism to do
24 it.

25

Pinnacle Media & Entertainment, LLC
Amount Requested \$200,000,000

Executive Summary

EXHIBIT 11

Contact Information

Pinnacle Media & Entertainment, LLC
Dr. Anthony "Chip" Lumar, Chairman/CEO
Dr. Yamma Brown Lumar, President
303 Peachtree Center Ave
Suite 600
Tel: 404-343-0048
Fax: 404-254-2926
www.pinnaclemedialp.com
pinnaclemediainfo@pinnacleclp.com

Management Team

Dr. Anthony "Chip" Lumar, Chairman/CEO
Dr. Yamma Brown Lumar, President
Dr. Terry B. Cox, Graham Windsor Group

Levy & Carter, LLP

Alvin Weiss, The Machine Group
Calvin Waters, The Machine Group
Fred McKnight, Undiscovered Live
Michelle Graves, Special Advisor to Mr. Lumar

Industry

Content provider to the entertainment industry
Movie/television/cable

Company Resources

Intellectual Property Rights

Type of Financing Sought

Acquisition financing for the James Brown Estate

Total Internal Capital Invested

\$1,100,000 had been pledged by the Owners for start up of Pinnacle Communications Inc., and Pinnacle Media & Entertainment for print rights acquisition, radio show sponsorships, production and marketing.

Professionals

(Accounting Firm)
Greg C. Takosian
Takosian & Company, LLC
136 Interlock Rd
Burlington
Burlington, NH 03249
Tel: 603-230-0332

Banking

Wachovia Bank
1111 Ledford
Atlanta, GA 30326
Tel: 770-420-0326
Fax: 770-420-0634

Pinnacle Communications, Inc c/o Chip Lumar
404-343-0048
www.pinnaclemedialp.com
pinnaclemediainfo@pinnacleclp.com

Business Description

Pinnacle Media & Entertainment, LLC "PME" is an independent film production and distribution company. The company specializes in commercial grade theatrical films, documentaries, video and content for the major motion picture/television/cable industries. The company presently has the film option rights to several properties that can be acquired through its sister company, Pinnacle Communications, Inc.

Philosophy

There is an inherent marriage between music entertainment and the film/television industries. Both require massive amounts of content to satisfy the needs of their clients/customers, and this company intends to exploit this fact by appointing the daughter of a true living "Legend" James Brown, to be its leader. Pinnacle Communications Inc is currently reviewing over fifty titles for our film and distribution companies. Upon successful completion of funding, PME will launch the national television and cable networks with Atlanta as its regional base of operations.

James Brown Estate Acquisition

On December 23, 2006, the legend, James Brown died at the age of 73. He left behind a legacy that will stand the test of time. His estate, the most valuable of assets has the potential to surpass the estates of Elvis Presley, Frank Sinatra, and Dean Martin, in yearly revenues generated, licensing rights, sampling rights, feature films, documentaries, tributes, and future record sales. We believe the estate of the late James Brown can and will generate over 100 million per year. Under the right management structure and capitalized properly, there will be no end in sight. With the right investment partner, Pinnacle Media & Entertainment will be some the premier entertainment/management company in the world. Currently the estate is under the protection of Greenberg Truag, more specifically Joel Katz; Mr. Katz has been an advisor, legal counsel, but more importantly a close personal friend to Mr. Brown for over 20 years. Mr. Katz has intimate knowledge of the estate, past, present and future. It is our hope that once the acquisition is completed, Mr. Katz and his team would remain in their current capacity and would assume the load in the future development of the "James Brown Living Legend Experience"

Management

Our President is a distinguished graduate of Mercer University (1993) where she received her Doctorate in Pharmacy. Being the daughter of a star of music and film, Dr. Lumar has had intimate knowledge of both industries. Another advantage Dr. Lumar gives is her access to the Hollywood elite. Among some of the more notable Hollywood are Academy Award Winners Jamie Foxx, and Dan Aykroyd, other celebrities' friends include actor Eddie Murphy, and playwright Tyler Perry. The company will have only one paid employee initially as all other work not performed by the President is outsourced to contract professionals, i.e. directors, scriptwriters, cast and crew professionals on a per-project basis.

Executive Summary, Management Team Lumar, Lumar, Cox, others, excerpts email dtd. Nov. 13, 2007

Nov 13, 2007 6:33PM Levenson & Assoc 404-659-1355

No. 6497 - P 47

Pinnacle Media & Entertainment, LLC
Amount Requested \$200,000,000

Executive Summary

arrangement never before realized. The potential for profits from both companies is incalculable, and the returns on investment will be far greater than anyone can imagine.

Pinnacle Communications, Inc. c/o Chip Lumar
404-404-343-0048
www.pinnaclemedia.com
pinnaclemediainfo@pinnaclecp.com

EXHIBIT 12

STATE OF _____)
COUNTY OF _____) PRENUPTIAL AGREEMENT

This Prenuptial Agreement is made this 11 day of November, 2001, by and between Tommie Ray Hyne and James J. Brown.

WHEREAS, James J. Brown has disclosed to Tommie Ray Hyne that he has certain income, property, and liabilities; and

WHEREAS, Tommie Ray Hyne has disclosed to James J. Brown that she has certain income, property, and liabilities; and

WHEREAS, each party has full knowledge of all rights conferred by law upon him or her by virtue of the proposed marriage, but it is their desire that their respective rights be determined and fixed by this Agreement; and,

WHEREAS, the parties acknowledge that they have ascertained and weighed all the facts, conditions, and circumstances likely to influence their judgment in entering into this Agreement; that they have had the opportunity to seek advice, instruction, and explanation from independent counsel of their choice, that they have each given due consideration to such matters and questions; and, that they clearly understand and consent to the provisions of this Agreement, and that they are entering into this Agreement freely, voluntarily, and with full knowledge.

NOW THEREFORE, in consideration of the mutual promises herein contained and the marriage about to be entered into, the parties mutually covenant and agree as follows:

SECTION 1
Acknowledgement

James J. Brown acknowledges that:

- (a) He is fully acquainted with the business and resources of Tommie Ray Hyne;
- (b) She has answered all the questions he has asked about her income and assets;
- (c) He understands that by entering into this Agreement he will receive, as her widower or in the event of divorce, substantially less than the amount he would otherwise be entitled to receive;
- (d) He has at all times had the opportunity to receive the advice of counsel of his own

choosing;

(e) He has carefully weighed all the facts and circumstances, and desires to marry Tommie Ray Hyne regardless of any financial arrangements made for his benefit; and,

(f) He is entering into this agreement freely, voluntarily, and with full knowledge

Tommie Ray Hyne acknowledges that:

(a) She is fully acquainted with the business and resources of James J. Brown;

(b) He has answered all the questions she has asked about his income and assets;

(c) She understands that by entering into this Agreement she will receive, as his widow or in the event of divorce, substantially less than the amount she would otherwise be entitled to receive;

(d) She has at all times had the opportunity to receive the advice of counsel of her own choosing;

(e) She has carefully weighed all the facts and circumstances, and desires to marry James J. Brown regardless of any financial arrangements made for her benefit; and,

(f) She is entering into this agreement freely, voluntarily, and with full knowledge.

SECTION 2 Estate Waiver

Subject to the further provisions of this Agreement, neither of the parties, if surviving the other, nor such survivor's heirs, executors, administrators, and assigns shall make any claim to statutory distributive share, or any claim of any other nature whatsoever in and to any part of the estate of the other to which he or she might be entitled as surviving spouse were it not for the execution and delivery of this Agreement; and each party hereby waives, discharges, and releases:

(a) all such rights as a spouse to share in or make any claim against the estate of the other to devolve in the same manner as if he or she had predeceased the other;

(b) any right, title, or interest whatsoever which he or she may acquire or be entitled to

acquire at any time hereafter by reason of their marriage in the property of the other or the other's estate under the laws of any state or country;

(c) any right of election against a decedent spouse's estate accorded pursuant to the laws of any state in which the parties may reside;

(d) any right as an omitted spouse pursuant to the laws of any state in which the parties may reside; and,

(e) any right to act as Personal Representative, Conservator, or Administrator of the other's estate.

Nothing set forth herein, however, shall limit or otherwise affect either party's entitlement to receive such benefits as the other may voluntarily elect to provide for him or her by will or other instrument disposing of property upon death.

SECTION 3 WAIVER OF PROPERTY SETTLEMENT AND ALIMONY

Each party expressly waives, discharges, disclaims, and releases any right, title, interest, or claim in or to: (a) the other party's real or personal property; and (b) any non-marital property, as defined by the laws of any state where a domestic action is brought. Each party expressly agrees not to make any claim or demand for alimony and hereby waives any right to receive alimony, or other such payment of support, in the event of separation or divorce of the parties.

SECTION 4 Separate Assets

Except as otherwise specifically provided herein, each of the parties shall hold in his or her own name and right, and keep and retain the sole ownership, control, and enjoyment of, any and all property, real, personal, and mixed, which he or she shall own at the time of said marriage or may thereafter acquire or receive as his or her own absolute property, without interference by or from the other party and in like manner as if said marriage had not taken place; and each party may dispose of said property during his or her life or by his or her last will or other testamentary disposition, to any legatee or legatees, or devisee or devisees, whom he or she may select (albeit to the exclusion of the other party); and in default of such will or other disposition, each party's entire estate, real, personal, and mixed, shall descend according to the statute of distribution then in force in this state relative to the distribution of intestate estates (or to the comparable statute of the state in which the party is domiciled at the time of his or her death) to

the exclusion of the other party, who shall in no event take any part as widow or widower, heir-at-law or next of kin, except to the extent provided in such will.

SECTION 5

Income from, and Reinvestment of, Separate Assets

Any assets obtained by either party as a consequence of the use, investment, reinvestment, or any transfer of any portion of their separate estate, and any income therefrom, and any appreciation in the value thereof, shall remain part of such separate estate.

SECTION 6

Separate Property; Debts

Each of the parties shall remain solely liable for any of the debts incurred prior to the marriage. The payment of any portion of the party's premarital debts by the other party shall not obligate the payor to make any further payments with regard to such debt, nor shall such payment create any interest in any property securing such debt unless the party owning the property acknowledges, in writing, that such payment creates any interest in such property; the writing need not be executed in the same manner as this Agreement.

SECTION 7

Consequences of Commingling Income and Assets

(A) Notwithstanding the provisions of this Agreement that allow the parties to maintain their separate income and assets, the parties recognize that it is possible, through accident or intent, for their income or assets to become, or appear to be, commingled. It is the parties' intention that such commingling or pooling of assets not be interpreted to imply any abandonment of the terms or provisions of this Agreement and that the provisions contained herein addressing the parties' interest in jointly-held property be applied. In other instances each party shall be determined to be the owner of that proportion of the total fund of value of the assets in question which reflects the proportionate amount deposited or invested by each party.

(B) Nor shall the fact that the parties may file joint state or federal income tax returns, or make gifts of property or cash to each other, or not account to each other with regard to the expenditure of the income, be interpreted to imply any abandonment of the terms and provisions of this Agreement.

SECTION 8

Divorce

In the event that James J. Brown files for a divorce from Tommie Ray Hyne, then Tommie Ray Hyne shall be entitled to

receive from James J. Brown Seventy-Five Thousand Dollars (\$75,000.00) as a full and final property settlement.

In the event that Tommie Ray Hynes files for a divorce from James J. Brown, then Tommie Ray Hynes shall be entitled to receive from James J. Brown Fifty Thousand Dollars (\$50,000.00) as a full and final property settlement.

SECTION 9
Voluntary Gifts to Spouse

Nothing contained herein shall in any manner bar or affect the right of either party to claim or receive any additional property of any nature and character that the other party, by last will and testament or other testamentary disposition, or by instrument executed or any act done during his or her life, may give, devise, or bequeath, or transfer, assign, or set over, to the other.

SECTION 10
Amendment

During their joint lives and so long as the marriage has not been terminated by divorce, dissolution of marriage, or annulment, the parties reserve the right to amend this Agreement by an instrument in writing, executed by each of them before witnesses. Any such amendment shall be valid and binding to the full extent as though the provisions of such amendment had been set forth herein.

SECTION 11
Effective Date

The terms of this Agreement are intended to have effect only in the event that the contemplated marriage shall be entered into and shall be effective on that date.

SECTION 12
Partial Invalidity

If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Agreement (or the remainder of such provisions) and the application thereof to other persons or circumstances shall not be affected thereby.

SECTION 13
Supplementary Documentation

The parties agree to execute, acknowledge, and deliver from time to time such instruments as may be necessary or appropriate to release any right which either might have in the property of the other but for this Agreement, so as to enable the other to

00160

make such transfer or other disposition of his or her property as he or she may from time to time desire in the same manner as if their proposed marriage had never been entered into.

SECTION 14
Counterparts

This Agreement may be executed simultaneously in two or more multiple original copies, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

SECTION 15
Section and Other Headings

The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

SECTION 16
Entire Agreement

This Agreement embodies the entire understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

SECTION 17
Waiver

The waiver by either party of a breach of any term of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

SECTION 18
Binding Agreement

This Agreement shall inure to the benefit of and be binding upon the heirs, legatees, executors, administrators, successors, and assigns of the parties hereto.

SECTION 19
Attorneys' Fees

In the event any action is brought to enforce, or for the breach of, any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees.

SECTION 20
Governing Law

This agreement shall be construed in accordance with, and the rights and duties of the parties hereto shall be governed by, the laws of the State where the par side.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written

In the Presence of:

Tommie Rae

John J. Brown (L.S.)

James L. Libby

John J. Brown (L.S.)

STATE OF Georgia
COUNTY OF Lincoln

PERSONALLY appeared before me the undersigned who, on oath, says that (s)he was present and saw the within named James J. Brown and Tommie Rae Hynie sign, seal, and as their acts and deeds deliver the foregoing Prenuptial Agreement, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

[Signature]

SWORN to and subscribed before me this 27 day of November, 2001.

Frieda K. Carter
Notary Public for the State of Georgia

My Commission expires : 8/1/04

EXHIBIT 14

Adele J. Pope

From: Bill Hammond [whamm@bellsouth.net]
Sent: Friday, June 15, 2007 1:17 PM
To: Brown Est. / Robert L. Buchanan Jr.
Cc: adele@popelawfirm.com; Keith M. Babcock
Subject: Disbursements from Bond Deal and repudiation of Writer's Share sale

Adele and Bob: You asked about the disbursement of the bond proceeds. I sent you the list of disbursements of approximately \$15M. These are the disbursements made by Leon Friedman from a net check to him at the bond closing. All of the costs- Pullman, lawyers etc. were taken out before Leon received the net proceeds. I am obtaining from Leon the disbursements made by the closing attorneys prior to his receipt of the net. The Morgan Stanley account was in the name of JBE, Inc. and was controlled by JB. I will send the pre \$15M disbursements on the closing statement to you as soon as it is available. If litigants wish to chase rabbits I guess that is better than bothering us with relevant matters before the court.

I recall Phil stating there were some \$6M+- in closing costs which had never been accounted for by JBE or JB, amortized and deducted. You will recall that Phil and I concluded these previously undeducted costs and the NOL carry forward would largely offset the gain from the sale of the writer's share and payoff of the bond as it relates to JBE, Inc. A charitable deduction would offset some part of the gain at the estate level. Therefore, it is discouraging to hear that you object to going forward with the sale of the writer's share, especially when it appears it can be done with a limited tax consequence, provide much needed liquidity to the estate, and force any contract claims in the October letter, if any, to be proven as a claim against the estate at a later time, and without even allowing GT the opportunity to explore settlement with Pullman. I have been representing fiduciaries, both corporate and individual for over 25 years and this is not a prudent fiduciary course of action. It is likewise inconsistent with the terms of the trust, which requires a sale of all assets to immediately, and not 5-10 years from now, fund the education of grandchildren and deserving residents of GA/SC. When the GC reach age 35, they receive no benefits from the education trust, so waiting to fund it is to their detriment. If the October letter and claims there under are valid claims and contractual obligations, they will be asserted whether the Writer's share is sold or not. I have advised the PR's to obtain separate counsel for any claim they may have, if any, under the October letter, since I represent the estate and trust. So your decision to hold this revenue stream, which will decline over time and is under the control of third parties is a risky and imprudent fiduciary call. I have the estate and children's interest in mind and do not understand your objection to maximizing the estate's value, or taking the risk of its diminution over time. I have no dog in this race except the beneficiaries of the trust and make these comments sincerely. Bill

Adele J. Pope

From: Bill Hammond [whamm@bellsouth.net]
Sent: Thursday, June 21, 2007 3:13 PM
To: adele@popelawfirm.com
Cc: Brown Est. / Robert L. Buchanan Jr.; Keith M. Babcock
Subject: RE: Disbursements from Bond Deal and repudiation of Writer's Share sale

It is not an income producing asset if it produces no income to provide benefits consistent with the purposes of the trust. When the royalties decline and go to interest first and the length of the bond payoff extends to 10 or more years, I suppose you can explain to the beneficiaries of the trust who received no benefits for ten years or more, or no benefits at all if there is a default, that holding this indebted income stream for 10 or more years was not only reasonable but advantageous to carry out the intent and purposes of the trust- to provide scholarships. The fact that no beneficiary received any benefit for 10+ years, or the fiduciaries held a declining asset which otherwise went into default and never provided a benefit, is in my opinion a breach of fiduciary duty by (1) imprudently holding this assets as an investment, when a prudent person would not, and (2) failing to operate the trust in accord with its terms- para 3 of Article VII cited below. No prudent fiduciary would hold a debt financed income producing asset in a charitable trust with no certain maturity date, if there was any substantial risk of loss or uncertainty concerning the level of royalty receipts in the future, which were under the control of third parties and not even fixed in amount.

You and Bob seem to imply that doing the GT sale is self dealing by the fiduciaries, since they have a claim under the October letter or under separate agreements with the deceased or related entities. You need to think about my comments in the paragraph above separate and distinct from their claims. If they have a valid claim, it is a claim against the estate/entity and must be filed and proved like any other claim. It is not automatically payable from the proceeds of a new GT sale of this income stream. It will likewise be subject to court approval. Assuming they have valid claims, they are payable from estate/entity assets whether you sell the writer's share or not. Think about this as fiduciaries. I refused to advise them as a lawyer for the estate and trust, so my advice to you is likewise independent of their claims. Seek the opinion of a good corporate fiduciary you know and ask them would they hold this particular debt financed and uncertain income stream in a charitable trust, if they could sell it today and net \$10M+ and dispose of a \$15M estate debt.

I am at home taking it easy after being in the hospital for the last five days. My heart works so efficiently that it extrudes 95% of the blood on each pump in a resting position, rather than 60-70% for a normal person. The strength of my heart makes my body think my blood pressure is too high and my parasympathetic nervous system reduces my heart rate from 70 to 35. Unfortunately, if I am standing up I pass out, which occurred twice

6/21/2007

Phil Farr, a client of mine for over 20 years, asked me a technical federal tax question shortly before filing returns for James Brown Enterprises, Inc. under a power of attorney which were due and the statute of limitations on amendment running in a few days. I answered his specific question. I must appear in a contempt hearing this Tuesday in Bamberg, SC for some reason. I certainly had no knowledge that Judge Early's Order in August would prohibit me from answering a client's tax question concerning returns that needed to be filed, regardless of who filed them, and which were authorized to be prepared by Phil months before Judge Early's Order. The new accountant was given Phil's contact information to transition the accounting work over to him and never called Phil. Phil thought he was still obligated to do these amended returns for the years 2003-6. I thought since he called and was working on them that they had decided to let Phil finish them, since he had been working on them and gathering information for months, and simply answered his technical filing question, which consumed about 10-15 minutes of my time. So if I am in contempt it will be a surprise to me. I think the judge believes I was continuing to represent the estate after his Order removed all lawyers in August. Phil's question concerned his fiduciary responsibility to file the returns and liability if he failed to timely file them when due and when the POA from JBE, Inc. had not been withdrawn. I told him to file to avoid any malpractice liability. If we had failed to amend the 2003 return and adjust the net operating loss carry forward downward by over a \$1.0M, then all of the subsequent year returns would have been flawed and ultimately false with income understated by over \$1.0M. I think it is just a misunderstanding and will report to you from Jail in Bamberg if I am wrong. Bill

From: Sharon Enoch [mailto:SEnoch@mindspring.com]
Sent: Thu 11/15/2007 12:27 PM
To: FMTaylor; George R Hall; William F. Hammond; James B. Ellington; William J. Keogh, III; Edward J. Tarver; David E. Hudson
Subject: Estate of James Brown

Gentlemen,

David has asked me to locate a partner from your firm asap, and I have been unable to reach anyone by phone. He would like you to know about testimony taking place in the James Brown matter in Bamberg this morning. Apparently, an accountant has testified that he received advice from your firm in September of this year, after the court ordered your dismissal in August. David says the judge is livid, and you might need to have someone in court to represent your interests.

I will let you know if I receive any additional information.

SHARON BLAIR ENOCH

Law Offices of David B. Bell

EXHIBIT 15

POWELL
GOLDSTEIN LLP

Atlanta • Washington • Dallas

Direct Dial No.
404/572-6651
E-Mail: fmcgaughey@pogolaw.com

July 10, 2007

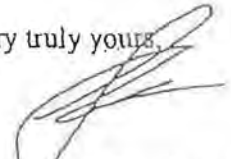
Albert H. Dallas, Esq.
Dallas Law Firm
304 Black Street, SE
Thomson, Georgia 30824

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\1175253\

3-7-08

5:25

EXHIBIT
Bailer
2
3-7-08
AHH

**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 _____ day of _____, 2007.

Signed, sealed, and delivered in the presence of:

_____(SEAL)
ALFORD A. BRADLEY, Trustee

Witness

Witness

Notary Public
My Commission Expires:

[AFFIX NOTARIAL SEAL]

Signed, sealed, and delivered in the presence of:

_____(SEAL)
ALBERT H. DALLAS, Trustee

Witness

Witness

Notary Public
My Commission Expires:

[AFFIX NOTARIAL SEAL]

Signed, sealed, and delivered
in the presence of:

DAVID G. CANNON, Trustee (SEAL)

Witness

Witness

Notary Public
My Commission Expires:

[AFFIX NOTARIAL SEAL]

ODMA\PCDOCS\ATL\1187649\1

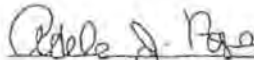
BROWN 2000 IRREVOCABLE TRUST)
_____)

PERSONALLY APPEARED BEFORE ME, Adele J. Pope, who, being duly sworn,
deposes and says:

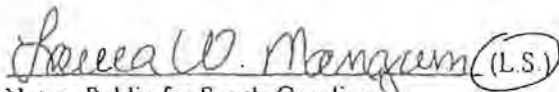
1. Attached to this affidavit as Exhibit A is a copy of the latest correspondence we received from Powell Goldstein, LLP in relation to our request, as Personal Representatives and Trustees, for their file.

2. In accordance with the Court's August 10, 2007 Order and our rights both as Personal Representatives and Trustees, we continue to attempt to obtain the files of Powell Goldstein and Greenberg Traurig from the law firms and from former Trustees Dallas and Bradley.

FURTHER DEPONENT SAYETH NOT.


ADELE J. POPE

SWORN TO before me this
1st day of May, 2008

 (L.S.)
Notary Public for South Carolina
My Commission expires: 8/31/2014

Daryl L. Williams, Esq.

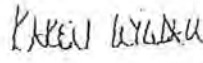
April 29, 2008

Page 2

As an initial matter, we disagree that your clients are the successor trustees of the Irrevocable Trust, as their appointment was by a court that wholly lacks jurisdiction and therefore had no jurisdiction or ability to appoint your clients as trustees of the Irrevocable Trust. Your clients are strangers to the Irrevocable Trust, and as such, have no right to seek the privileged communications that we had with the previous trustees or the work product arising out of our employment.

Furthermore, even if you were representing the legitimate successor trustees of the Irrevocable Trust, they would have no right to obtain our privileged communications with the prior trustees or our work product. Our relationship is with the individual fiduciaries, not the Estate or Irrevocable Trust, as you have argued. As I am sure you are aware, neither a trust nor an estate is a legal entity. A trust can only be represented by the trustees and an estate can only be represented by the estate's representatives, executors or administrators. See e.g., Am. Jur. Trusts § 3 ("A trust is not a legal entity."); Rhone v. Bolden, 608 S.E.2d 22 (Ga. Ct. App. 2004) ("[T]he lawyer's client is the administrator, not the estate."); South Carolina Probate Code § 62-1-109. Because neither a trust nor an estate is a separate legal entity, neither a trust nor an estate is considered the client of a lawyer. The majority view of state courts, including Georgia and South Carolina, is that because trusts and estates are not legal entities and cannot hire lawyers, the lawyer hired by the fiduciary represents only the fiduciary as a client. As such, your clients have no right to the privileged communications or work product related to our representation of Messrs. Dallas, Bradley and Cannon as the personal representatives of the Estate of James Brown and as the trustees of the Irrevocable Trust.

Very truly yours,


KAREN WILDAU *kw*
General Counsel

FOR POWELL GOLDSTEIN LLP

EXCEPIS, Order of the Honorable Doyet A. Early, III Regarding the
 Deposition of William B. Shearer, Frank S. McGaughey, III and Jeel Katz and
 Application for Stay of Same, dtd. June 10, 2008
 Aiken County Case No. 2007-CP-02-0122 ("Case 122")

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN)

DARYL J. BROWN, individually and on behalf of)
 his minor children, LINDSEY DELORES)
 BROWN and JANISE VANISHA BROWN,)
 VANISHA BROWN, LARRY BROWN,)
 DEANNA J. BROWN THOMAS, individually and)
 on behalf of her minor child JASON BROWN)
 LEWIS, YAMMA N. BROWN, individually and on)
 behalf of her minor children SYDNEY LUMAR)
 and CARRINGTON LUMAR and TONYA)
 BROWN; TERRY BROWN, ROMUNZO)
 BROWN and FORLANDO BROWN,)

and)

TOMMIE RAE HYNIE BROWN,)

and)

ROBERT L. BUCHANAN, JR. and ADELE J.)
 POPE as Personal Representatives and Trustees)

Plaintiffs,)

v.)

DAVID G. CANNON, ALBERT H. DALLAS,)
 ALFRED A. BRADLEY, as former Personal)
 Representatives and former Trustees; and other)
 Interested Persons: HENRY DARGAN)
 McMASTER in his capacity as Attorney General)
 of the State of South Carolina;)
 MANUFACTURERS & TRADERS BANK;)
 JAMES JOSEPH BROWN II, CINNAMON N.M.)
 PARIS, LARHONDA PETITT and JEANETTE)
 MITCHELL, as potential heirs of James Brown,)

Defendants)

IN RE:)
 ESTATE OF JAMES BROWN AND THE JAMES)
 BROWN 2000 IRREVOCABLE TRUST)

IN THE COURT OF COMMON PLEAS)
 SECOND JUDICIAL CIRCUIT)
 (On Removal from Probate Court)

CIVIL ACTION NO: 2007-CP-02-0122

FILED 6-10-08
 Liz Godard
 C.C.P. & G.S.
 Anita Smith
 Deputy Clerk

ORDER REGARDING THE
 DEPOSITIONS OF WILLIAM B.
 SHEARER, FRANK S. MCGAUGHEY,
 III, AND JOEL A. KATZ AND
 APPLICATION OF STAY TO SAME

STATE OF SOUTH CAROLINA
 COUNTY OF AIKEN
 I, Liz Godard, Clerk of Court of Common Pleas and General
 Sessions for Aiken County, South Carolina do hereby certify
 that the foregoing constitutes a true and correct copy of the
 original documents which have been filed in my office this

JUN 10 2008

Liz Godard
 C.C.P. & G. S., Aiken County, S.C.
 Anita Smith
 Deputy Clerk

Excerpts, Order of the Honorable Doyet A. Early, III Regarding the
~~Deposition of William B. Shearer, Frank S. McGaughey, III and Joel Katz and~~
Application for Stay of Same, dtd. June 10, 2008
Aiken County Case No. 2007-CP-02-0122 ("Case 122")

ORDER REGARDING THE DEPOSITIONS OF WILLIAM B. SHEARER, FRANK S.
MCGAUGHEY, III, AND JOEL A. KATZ AND APPLICATION OF STAY OF SAME

This matter came before me by telephone conference on June 5, 2008. The telephone
conference was requested in writing (with notice to all parties, including the deponents' counsel)
by Louis Levenson, as counsel for certain parties in this action, seeking to enforce Fulton
County, Georgia, subpoenas for depositions (of William B. Shearer, Esq. scheduled for
Wednesday, June 11, 2008 at 2:00 p.m; Frank S. McGaughey, III, Esq. scheduled for Thursday,
June 12, 2008 at 9:00 a.m., and Joel A. Katz, Esq. scheduled for Thursday, July 31, 2008 at 9:00
a.m.) to witnesses who reside outside of South Carolina. Based on statements by counsel for
deponents William B. Shearer and Frank S. McGaughey, III that the depositions could not take
place because of a claim that the matters in this litigation are all stayed by that certain Order of
the Court of Appeals of South Carolina dated May 28, 2008, Louis Levenson, attorney for Daryl
J. Brown and certain other plaintiffs sought confirmation from this Court that any stay which
may relate to the appeal taken by Albert H. Dallas and Alfred A. Bradley as to certain issues in
this case does not apply to these previously ordered depositions.

The sole question before this Court is whether the depositions of William B. Shearer,
Frank S. McGaughey, III, and Joel A. Katz previously ordered and noticed in this matter, may
proceed under normal discovery procedures as to all matters related to the Estate of James
Brown and litigation related to the Estate of James Brown.

Various parties objected to any ruling by this Court as to the applicability of the stay
resulting from the appeal of Messrs. Dallas and Bradley. Those objections as to the depositions

EXHIBIT 16

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.

EXHIBIT 17

1. what do you think about this?

From: David Yount [mailto:david@LevensonLaw.com]
 Sent: Saturday, November 10, 2007 2:48 PM
 To: jdele@popelawfirm.com; ribuchananjr@bellsouth.net; d_michel@yahoo.com; rrosen@rosen-lawfirm.com;
 amedlin@sc.rr.com; Carter@eckb.com; Ariail E. King; wjh@LewisBabcock.com; Keith M. Babcock; jacksonstanley@bellsouth.net;
 davidbell@davidbelllawfirm.com; rmaxwell@maxwelllawfirm.com; Ericbland@blandrichter.com; ronnie@blandrichter.com;
 jmg@jimgriffinlaw.com; AGSJONES@ag.state.sc.us; Grace Lewis; aggframpto@ag.state.sc.us; akirby@mgclaw.com;
 weskirkland@bellsouth.net; robtyoungatty@yahoo.com; cmcgowan@mcgowanhood.com; islj@jtbpa.com;
 jfelder@mcgowanhood.com; bat@jtbpa.com; shahidlo@bellsouth.net
 Cc: Louis Levenson
 Subject: Brown estate - William Morris Agency document

To All:

Pursuant to subpoena and our various communications with William Morris Agency we obtained the documents attached on Friday Nov. 9.

My office is therefore copying these documents to you.

These documents reflect that touring revenue (each date is segregated by individual in the agency, I think) from 2003 till date of death was almost \$18,000,000, assuming that all dates were booked through the agents for Mr. Brown and not done by Mr. Brown himself or by those around him.

Our information indicates that there were dates he worked not identified to the agency (though we do not have specific information). This fact would only cause the total touring number to increase. Obviously Mr. Cannon and Mr. Alas (and possibly Mr. Bradley) who were utilizing 7th Decade for some operational purpose have failed to account to us or to anyone how this flow of revenue moves logically from one entity to another.

We urge you that you agree that the written information from William Morris can be used at the hearing on Nov. 15 and at any other hearings or for trial in lieu of a live witness to authenticate the documents. If there are any objections to the documents being used for evidence on the 15th, please advise me so we may make arrangements for a live witness from the agency.

Thank you.
 Louis Levenson

David M. Yount, Esq.
 Levenson & Associates
 125 Broad Street, SW
 Atlanta, Georgia 30303
 (404) 659-5000 office
 (404) 372-8935 mobile
 (404) 659-1355 fax
 vid@levensonlaw.com

C121

Information contained in this transmission is intended only for the use of the recipient. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or other use of this communication is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by e-mail or by telephone. This communication is confidential and may be subject to attorney-client privilege.

EXHIBIT 18

James Brown LLC Royalties Collected and Bonds Outstanding

	<u>Royalties Collected ^</u>	<u>Payment Date</u>	<u>Bonds Outstanding</u>
1999	\$1,032,554.23	6/15	\$26,000,000.00
total royalties collected	<u>\$1,032,554.23</u>		
2000	\$1,596,176.93	6/15	\$25,909,283.92
total royalties collected	<u>\$1,348,428.88</u>	12/15	\$25,396,905.43
	<u>\$2,944,605.81</u>		
2001	\$2,305,036.04	6/15	\$24,150,140.52
total royalties collected	<u>\$1,074,752.45</u>	12/15	\$24,078,139.33
	<u>\$3,379,788.49</u>		
2002	\$1,057,903.19	6/15	\$24,009,207.57
total royalties collected	<u>\$1,048,498.84</u>	12/15	\$23,952,127.22
	<u>\$2,106,402.03</u>		
2003	\$2,136,093.43	6/15	\$22,801,045.79
total royalties collected	<u>\$1,242,989.45</u>	12/15	\$22,502,410.65
	<u>\$3,379,082.88</u>		
2004	\$1,397,204.19	6/15	\$22,039,147.49
total royalties collected	<u>\$1,120,244.51</u>	12/15	\$21,831,123.44
	<u>\$2,517,448.70</u>		
2005	\$2,166,950.04	6/15	\$20,574,656.98
total royalties collected	<u>\$1,905,941.08</u>	12/15	\$19,533,120.58
	<u>\$4,071,891.12</u>		
2006	\$1,192,310.13	6/15	\$19,150,036.75
total royalties collected	<u>\$1,543,930.35</u>	12/15	\$18,405,366.94
	<u>\$2,736,240.48</u>		
12/25/06 Trust Account Balances	\$2,144,730.85		
(certain trust account balances may be used as a credit towards the final payment of Bonds, once all fees and expenses have been paid and proper authorization is received)			
2007	\$2,149,774.35	6/15	\$17,026,624.18
total royalties collected	<u>\$2,149,774.35</u>		

^ includes interest earned to payment date

Excerpts, Return and Recommendation of Special Administrators
dtd. November 14, 2007

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN)	
	)	CIVIL ACTION NO. 2007-CP-02-0122
)	
)	
IN RE:	)	RETURN AND RECOMMENDATION
	)	OF
	)	SPECIAL ADMINISTRATORS
THE ESTATE OF JAMES BROWN)	
A/K/A JAMES JOSEPH BROWN)	
_____)	

The Special Administrators of the Estate of James Brown, Robert L. Buchanan, Jr. and Adele J. Pope, make the return to Motions and recommendations set out below:

AS TO THE TANGIBLE PERSONAL PROPERTY

1. They believe that the immediate adoption and seamless implementation of such a plan to value the TPP including Personal and Household Effects (PHE), is in the best interest of the Estate.

2. They believe that any plan must balance the rights of the beneficiaries of the Will to receive, in kind, Personal and Household Effects (PHE), with the need for appropriate security for the payment of Estate Taxes and expenses, where applicable.

3. They are informed that Tom Wells, engaged by the PRs, with others, has completed an inventory of assets owned by the Estate. They request that the Court engage Llewellyn M. Dykes at a cost of no more than Thirty Thousand (\$30,000.00) Dollars to value the TPP on or before December 25, as of December 25, 2006 (whether claimed by the Estate, the Trust, or any Brown Entity).

4. With respect to the TPP, they further recommend the following:

- a. All TPP, other than cars titled in the name of James Brown Enterprises, Inc., collectively be reported on the Inventory & Appraisement as assets of the Estate,

AS TO THE VALUATION OF THE ROYALTIES, IMAGE, NAME AND PERSONA

6. The SAs oppose the motion to engage New York Counsel because resources are available locally to perform the same task at a savings of what is estimated to be at least \$50,000.

7. Because of the crisis caused by the termination one month before the due date of the Estate Tax Return of the primary financial advisor of James Brown and the Brown Entities, the SAs request that the Court approve the following valuation procedure for the Royalties, Image, Name and Persona of James Brown:

- a. A unified valuation of the Royalties, Image, Name and Persona, which appears to be appropriate based on the scant case law and legal commentary.
- b. Use of the following formula for date-of-death valuation of the Royalties, Image, Name and Persona of James Brown, working with Williams Sellars, CPA, M&T Bank and the available records of David Cannon:
 1. 1 year royalties, based on 5 yr. M&T average
 2. PLUS 50% of Gross known Performance Contracts from 2006
 3. X - a figure recommended by accountant within range of 12.5 - 14.
 4. LESS payoff amount due M&T Bank as of date of death
 5. EQUALS date-of-death value of Royalties, Image, Name and Persona
- c. The royalties, image and personal should be returned as Estate assets, with full disclosure that they may be claimed, in whole or in part, by James Brown Enterprises, Inc., which, in turn, may be claimed, in whole or in part, by the Trust.
- d. The PRs should be directed to prepare, with the assistance of the SAs, a detailed report to accompany the above valuation when filed with the Estate Tax Returns in March, 2008, to include:
 1. A complete explanation of the structure of the \$26,000,000, 7.98% Royalty-Backed Pay-through Note, Class A No A-1 (CUSIP No. 470277 AA2) and receipts, payments and misappropriations from said fund. (This would including the structure of James Brown Royalty Venture I SPC, Inc, James Brown, L.L.C., etc.)
 2. A detailed explanation of the filing, and failure to file, tax returns with respect to the various entities.

3. A compilation of all known and available information about Mr. Brown's (and the Estate's) performance and other contracts during 2006 and 2007, including those entered into after death.
4. Complete information about the structure of Brown Entities, including Geronimo Music Ltd., to the extent known.
5. Complete information about any unpublished masters, to the extent known.
6. A complete explanation of the Royal Bank of Scotland 2006 proposed refinancing transaction.
7. A complete explanation of the proposal of Greenberg Traurig to refinance the TIAA note in October of 2006.
8. A complete explanation of Mr. Brown's relationship with David Cannon, 7th Decade, Intrigue and others which may be relevant to the valuation issue.

8. The above valuations (including TPP) should be declared to be reasonable, but without prejudice to any party to assert a different value in proceeding related to the Estate, Trust and Brown Entities.

AS TO COMBINING ACCOUNTS FOR THE ESTATE, TRUST AND BROWN ENTITIES

The SA s request that the Court allow combined funds of the Estate, Trust and Brown Entities (other than the James Brown "I Feel Good Trust" if and when it is funded), with proper documentation. The reasons for such joint funds are:

1. The assets of the Estate, Trust and Brown Entities cannot be segregated with certainty at this time.
2. The James Brown Irrevocable Trust document specifically authorizes loans to the Estate.
3. Administrative costs will be avoided.
4. By Order dated August 10, 2007, the PRs of the Estate were directed to take no

EXHIBIT 20

STATE OF SOUTH CAROLINA)
 COUNTY OF: AIKEN)
 IN THE MATTER OF: JAMES BROWN)

IN THE PROBATE COURT
 INVENTORY AND APPRAISEMENT
 CASE NUMBER: 2007-ES-02-0056

Filed: 11-15-2007

Sue H. Roe
 Judge of Probate

By: K. Duffin

ORIGINAL
 SUPPLEMENTAL #

11-15 not
11-15 not
5.30
 Deputy Clerk

Personal Representative (s): ALBERT H. DALLAS, and ALFRED A. BRADLEY

Decedent's Social Security Number: [REDACTED] Was there a will? YES NO
 Decedent's Date of Death: December 25, 2006 Domicile at death: Aiken SC
 (county) (state)

The undersigned, being sworn, states: That the following schedules contain a complete and accurate inventory and appraisalment of all real and personal property of this estate so far as the undersigned is informed; that he/she has estimated and/or appraised all listed property at its fair market value, according to the best of his/her knowledge and ability.

SWORN to me this 15th day of
 November 20 07
[Signature]
 Notary Public for South Carolina
 My Commission Expires: _____

Attorney: Stanley G. Jackson
 Address: 321 1/2 Newberry Street SW
Aiken, SC 29801
 E-Mail: jacksonstanley@bellsouth.net
 Telephone: [REDACTED]

Signature: [Signature]
 Name: Albert H. Dallas
 Address: Post Office Box 115 Post Office Box 1150
Thomson, GA 30824
 E-Mail: _____
 Telephone (O): _____
 (H): _____

Signature: [Signature]
 Name: Alfred A. Bradley
 Address: 1803 Green Pone RD
Aiken, SC 29803
 E-Mail: usabell@bellsouth.net
 Telephone (O): [REDACTED]
 (H): [REDACTED]

For estates of decedents, the gross fair market valuation of all assets, regardless of situs, should be given as of the date of death. List all out-of-state assets on appropriate schedules. A Supplemental Inventory should be utilized for correcting, adjusting or adding to an original inventory. A qualified and disinterested appraiser may be employed to ascertain the value of any asset, the value of which may be subject to reasonable doubt. If an appraiser is employed, his/her name and address should be indicated with the item or items he/she appraised.

Within ninety (90) days following appointment, a copy of the inventory and appraisalment shall be sent to each interested person who requests it, and the original inventory filed with the Probate Court.

RECAPITULATION

	Non-Probate	Probate
Schedule A - Real Estate		\$ Unknown
Schedule B - Stocks and Bonds		
Schedule C - Notes Due Decedent and Cash		
Schedule D - Insurance on Person's Life: Part 1 - Payable to Estate		
Part 2 - Payable to Beneficiary		
Schedule E - Jointly Owned Property		
Schedule F - Other Miscellaneous		
Other Assets Payable to Estate		
Schedule G - Transfers during Decedent's life		
Schedule H - Powers of Appointment		
Schedule I - Annuities and Retirement Accounts		
TOTAL GROSS VALUE	\$ 85,663,562.99	
ENCUMBRANCES	\$ 0	
TOTAL NET WORTH	\$ 85,663,562.99	

bond indebtedness secured thereby, and multiplying the sum by 66.66512% (the ownership interest of James Brown Enterprises, Inc. in James Brown LLC). The net realizable value of James Brown Enterprises, Inc. upon the sale of its assets and liquidation to the trust will necessarily be less than the value above, since it is a C corporation for federal income tax purposes and obtained no step up in the inside basis of its assets for income tax purposes. These trust assets are includable in the deceased's taxable estate under IRC Section 2036 (a). The value of the persona and other tangible and intangible rights associated with James Brown, his image and likeness, is estimated to be \$50,000,000 and the other one half of the \$100,000,000 offer and is included in Schedule F, net of items listed elsewhere herein. The Schedule F amount may be determined by the Court to be owned by James Brown Enterprises, Inc., which is 100% owned by the Irrevocable Trust of August 1, 2000, and therefore not part of the probate estate. None of this value in Schedule G is payable to the estate, but is includible in the federal gross taxable estate before deductions.

Additional offers are expected for assets owned by the estate and the trust. It is anticipated that this inventory and appraisal will be amended when these offers are received and considered, when appraisals are obtained, and further inquiries made into the circumstances surrounding the acquisition of JTWS property in Schedule E above.

Multiple horizontal lines for additional entries or calculations.

TOTAL SCHEDULE G \$ 26,332,792.00

(also enter amounts payable to estate under recapitulation, page 1)

(If more space is required, insert tax schedules or additional sheets of same size.)

SCHEDULE H - Powers of Appointment - Property, both real and personal, over which Decedent possessed a Power of Appointment whether Testamentary or otherwise.

Did Decedent possess a Power of Appointment? YES NO

If "yes", did Decedent exercise the power of appointment in favor of estate? YES NO

If "yes", please describe and list total amount payable to estate. \$ _____
(If more space is required, insert additional sheets of same size.)

Multiple horizontal lines for describing and listing amounts payable to estate.

EXHIBIT 21

1

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

CIRCUIT COURT
2007-CP-02-0122

IN RE:

THE ESTATE OF JAMES BROWN
a/k/a JAMES JOSEPH BROWN

TRANSCRIPT OF RECORD

Heard on Friday, December 21, 2007
Aiken, South Carolina

BEFORE:

THE HONORABLE DOYET A. EARLY III
CIRCUIT COURT JUDGE

Cheri L. Young, RPR
Circuit Court Reporter
P O Box 1154

THE COURT: Ma'am, I'm going around the room as nice as I can.
Ms. Lewis.

MS. LEWIS: Thank you, Your Honor. Ms. Levenson in his petition
for accounting has taken the position that the trust has not
been funded, and as a result that the charitable trust is
invalid.

It is disturbing to hear Adele Pope say today that the
charitable trust is not currently funded, because she has
adopted the position of Louis Levenson who seeks to destroy the
charitable trust. It points out, once again, that Adele Pope's
interests are adverse to the interests of the charitable
beneficiary. And that as a trustee, there are serious issues of
breach of fiduciary duty related to Adele Pope and Bob Buchanan.
If Adele —

THE COURT: Ma'am, I'm asking you to address the issue of Mr.
Gilreath and Few.

MS. LEWIS: I am, Your Honor. If Adele Pope and Bob Buchanan —

THE COURT: And look at me when you talk.

MS. LEWIS: I will, Your Honor.

THE COURT: Thank you.

MS. LEWIS: If Adele Pope and Bob Buchanan have the right to
control litigation over breaches of fiduciary duty of the
charitable trust, they have a conflict of interest because one
of the greatest breaches of all may be the breach of Adele Pope

and Bob Buchanan.

And I would point out that this Court has already issued a final order on this question. At the hearing on September 24th, an order was issued related to the engagement of Mr. Gilbreath.

THE COURT: Mr. Who?

MS. LEWIS: Mr — what's his name?

THE COURT: I don't know who you're talking about.

MR. JONES: Gilbreath and Few.

MS. LEWIS: Gilbreath and Few. That's right.

And in that order, Ms. Pope wanted them to represent all Brown entities, James Brown, the Estate of James Brown, and the I Feel Good Trust.

The attorney generals objected to her hiring counsel to represent the I Feel Good Trust and the Court in its order said that the Attorney Generals of Georgia and South Carolina would represent and protect the interests of the I Feel Good Trust.

That's a final order.

THE COURT: Anything else?

MR. JONES: One thing more, Your Honor.

THE COURT: Hold on. Mr. Bell?

MR. BELL: Your Honor, we would — you know, it's interesting we're here today because there is a need to expedite everything and I agree with that, but we also hear today from Ms. Pope that it could be a five-year transaction to finish these matters.

I — as much as all of us would like for it to be expedited, I don't think any of us believe that this matter is going to be concluded within a short period of time. And so the thought that it has to be made today on hiring Kendall Few and Mr. Gilreath, who are excellent attorneys —

THE COURT: What is your objection, if any? The fee agreement?

MR. BELL: Absolutely. If the attorney generals can negotiate with a quality law firm a better fee agreement, I think we ought to go that way.

THE COURT: Mr. Jones?

MR. JONES: Your Honor, I think, well, I know Professor Medlin and the P.R. trustees have cited provisions of the Trust Code and Probate Code. We don't dispute those. I think our posture at the first hearing was, we just came into this. We can get someone to go by the A.G.'s fee agreement. No one qualms that either the trust is funded first or it goes to the estate. And we have an interest in this —

THE COURT: Sure, you do.

MR. JONES: — because ultimately we're protecting charitable beneficiaries. And we've offered out in an e-mail, and actually it was a 30 percent rate rather than a 33 and a third percent and now they've dropped it to a 30 percent rate, to show the dramatic difference in the two. Millions of dollars in this. And we would offer that to show that, wait a minute here, we can

save millions of dollars with appropriate counsel. And we came in late in this matter and —

THE COURT: Let me ask you this, not being rude and interrupting you, but if I sign an order saying I will appoint Gilreath and Few under the fee arrangements that you have structured, would you have any problem with that?

MR. JONES: Under the fee — no, Your Honor.

THE COURT: Just the fee arrangement, not the quality of lawyer, what —

MR. JONES: No, no.

THE COURT: — they're going to do, which is trying to regroup —

MR. JONES: But Your Honor, they've already said they won't go by that —

THE COURT: They may not. If they won't then we get somebody else.

MR. JONES: Yes, sir. I don't have a problem with that. In fact, I think Your Honor pointed out at the first hearing, Mr. Gilreath and Kendall Few, you can't go beyond those individuals.

THE COURT: I think you agree with that.

MR. JONES: No question. And Your Honor said, well, you might can talk them down. And I think I said on the record, I don't have to talk them down I've got to get Kendall Few, Jr. to come in and take the spot. All we're trying to do is save money. No

MS. POPE: Mr. Dallas, Mr. Cannon, Mr. Bradley,

MR. LEVENSON: Greenberg Traurig.

MS. POPE: Greenberg Traurig. Accountants, Ms. Tomi Rae.

MR. MEDLIN: Our client.

MS. POPE: Ms. Tomi Rae, Farr, everybody.

THE COURT: Hold on. I think the Probate Code is pretty clear on that, if I remember my abbreviated probate practice. Go to their claim.

MR. MEDLIN: Mr. Buchanan and Ms. Pope's claim, we would suggest that they in effect have the authority to approve their own claims.

THE COURT: And they've sidestepped that, likely so.

MR. MEDLIN: Sure. They also have the ability as Ms. Pope pointed out to ask the Court for guidance and approval, but even if they had implicitly already approved their own claims, interested persons would have the ability to ask the Judge to review the compensation. And so, I think the process was joined appropriately in by Mr. Buchanan and Ms. Pope who are asking rather than telling us that they want to take their fees.

With respect to the amount of their fees, although special administrators are included within the definition of personal representative for many purposes of the Probate Code, the section that Ms. Lewis cites has one provision she omitted. And that is, you can order beyond the maximum fee for extraordinary

services.

We would certainly take the position at the appropriate time, Mr. Buchanan and Ms. Pope have provided extraordinary services as compared to the usual estate administration, but that ceiling that she cites applies only if you determine there are not extraordinary services.

THE COURT: If I do approve it, what's the payment, how is it paid?

MR. MEDLIN: I think that's what Mr. Jones wanted to hear about from me, and I would agree with Mr. Jones and I think with the language of the petition of Mr. Buchanan and Ms. Pope that that becomes a question of fiduciary accounting at the appropriate time. We need to determine what services were performed on behalf of what entity. We've got an estate and a trust, although that now is an issue.

THE COURT: When you say that's an issue, I assume that we have not had the attack on the validity of the trust.

MS. POPE: Yes, Your Honor.

THE COURT: I mean, formally.

MS. LEWIS: I haven't seen it. What's the attack?

MR. BELL: It's been filed.

MS. POPE: I haven't read it yet.

MS. LEWIS: Louis, did you file it yesterday?

MR. ROSEN: I filed it. You'll be served in due course.

But we would want to make the distinction that hearing from someone and treating them as a party or an interested person as to a particular matter are two different issues. And we want to make clear that we don't necessarily disagree that we have a Judge who is civil and courteous and is willing to hear from someone, that person actually has a stake in that particular matter.

THE COURT: Well, be specific. What are you talking about?

MR. MEDLIN: Well, as to that, we don't think the Attorney General from Georgia has a stake in any of these matters.

There's nothing that I see in South Carolina law, the code dealing with probate or trusts, the code dealing with the attorney general generally under Title One that says that an attorney general from another state can come in and discuss an issue about a South Carolina trust.

This is a South Carolina trust. This trust does not, as was bandied about earlier, and perhaps loosely in this estate administration, benefit the poor children of Georgia and South Carolina. In fact, Ms. Lewis says herself in her petition that it benefits poor and financially-needy children, youth or young adults who seek and have need of such assistance to obtain further education at the many educational entities and/or institutions available in the States of South Carolina and Georgia.

THE COURT: Yes, ma'am.

MS. LEWIS: And as to the legal services that they've put forward, number one, we submit that the affidavits don't show that legal services were rendered. And to the extent the Court might want to construe this as a request for extraordinary services, they're not extraordinary.

Just looking at Mr. Buchanan's affidavit. Here's one: Two trips to Security Federal for bank deposits. That cost \$100. And then we have a series of telephone calls, meetings; that's about it. That's not extraordinary.

On the issue —

THE COURT: Address the issue of whether or not you have an interested party.

MS. LEWIS: Okay. Your Honor, in addressing that issue, I'd like to go ahead and address the motion that the Attorney General of Georgia has filed for a stay of the declaratory judgment proceeding —

THE COURT: We're not addressing that.

MS. LEWIS: Oh. we're not going to address it today?

THE COURT: Not that, no, ma'am. Not the stay. Just asking your position on whether or not you're —

MS. LEWIS: Okay. Well, could I ask the Court to consider this motion for stay at the hearing on January the 9th?

THE COURT: Yes, ma'am.

THE COURT: Consent order to that effect. Pass to it everybody before me.

MR. ROSEN: Yes, sir.

THE COURT: What else do we got this morning?

MR. LEVENSON: May I raise an issue that may be in aid of sort of expediting some discovery? There was correspondence from Ms. Pope or Mr. Buchanan, I'm not sure, that suggested that the South Carolina Attorney General had information that Exhibit B, to the purported trust was created after the death of James Brown.

And I would just like someone who has knowledge of that as an officer of the Court to speak for the record on that because it is germane to many issues which are A., pending and will likely be pending hereafter. And it would, you know, if we just know as a judicio aid, fact, we would not need to prove it either through discovery or at trial.

MS. POPE: And as an adjunct to that, at the hearing I believe on November 20th Ms. Lewis — sorry, Your Honor. Ms. Lewis asked to admit into evidence the trust. And I don't think anybody looked at the documents she handed up to the Court. I assume that it did not contain the second Schedule B. which is undated and unsigned.

I've written her a letter and she attempted to call me. I didn't hear from her, but I don't think I would have admitted

MR. MEDLIN: It doesn't have Dewain Herring's footer on it as the other pages did.

MS. POPE: Well, Dewain Herring wasn't available.

THE COURT: Hold on. Sonny, next?

MR. JONES: We were looking through the trust documents like everybody else and then you look at one that's got the Schedule B. which is good language for us. The other one is blank. One was blank and one was complete.

And somewhere in the course of things, Mr. Dallas calls our office. He's an attorney. He calls our office. He'll talk about sending me documents or whatever it might be.

And one time he called, I remember him saying something like, I asked the question, he said, that was prepared earlier in the year. And then when the issue came up as Bob and Adele were proceeding to file the documents and they addressed it to me. I said, well, I think I remember something about that document being a document this year.

So what I did, I turned around and e-mailed Mr. Jackson and I think I copied Buddy Dallas and Mr. Bradley saying we need to know along with a couple other things if you would, what's the origin of this. It's my understanding that it was produced this year, right in January or February by the trustees as they got together as to what their thoughts would be, what would be included in the trust.

got on today's agenda?

MS. POPE: Merry Christmas, happy holidays.

THE COURT: Also merry Christmas and happy holidays to everyone. First of all, let me hand out — for the record, I'm handing out the order sealing the record. This is Mr. Cannon's financial declaration showing a negative net worth. Mr. Levenson. Professor. My S.A.s, P.R.s, et cetera. Mr. Jackson.

MS. POPE: Your Honor, if I could just say —

THE COURT: To the Honorable A.G. from Georgia. Mr. Bell.

MR. BELL: Your Honor, I do not care for one. If I don't have it, then I can't violate the order.

THE COURT: Retracting the one for Mr. Bell.

MS. POPE: Your Honor, I would just like —

THE COURT: Hold on.

MS. POPE: Could I tell everybody that I have someone going to Roatan today, and I have notified Mr. Cannon's attorney that I'm going to ask them to take pictures. Bob and I are not sending them. It's a young lawyer we just happen to know he's going to Roatan for the holidays. And I have asked them to take pictures and I have offered to pay them on an hourly basis for taking pictures of the lot. I have notified —

MR. JONES: While they're there; right?

MS. POPE: While they're there. Only for the hours while

EXHIBIT 22

11. If the Court determines, after a full hearing, that Mr. Buchanan and I cannot continue to serve properly and ethically as Personal Representatives and Trustees at the same time, I ask the Court to take such measures as will balance the interest of our acting properly and ethically and doing the least damage to Mr. Brown's Estate Plan.

12. I believe that Mr. Buchanan and I have acted in utmost good faith first in our service as SAs, and as Personal Representatives and Trustees since November 20, 2008.

13. I believe the resignation of Mr. Dallas and Mr. Bradley was entirely appropriate. I believe our appointment by the Court was appropriate.

14. In the fall of 2007, Mr. Dallas and Mr. Bradley advised us, and the accountant, that there was no Advisory Committee under Mr. Brown's Trust. When we became PR/Trustees, we filed for charitable recognition of the James Brown "I Feel Good" Trust. For the Advisory Committee, we selected a former South Carolina State Superintendent of Education and the now-president of South Carolina State University. We believe they embody Mr. Brown's goals and love of education. We sought, and are still seeking, to add a child of Mr. Brown who supports the goals of the 2000 Trust.

15. I ask the Court to schedule a full hearing on the motion for reconsideration of our appointment, to determine that what Mr. Buchanan and I have done as Special Administrators, and to date as Personal Representative and Trustees, is proper.

16. I also ask the Court to declare that it is both ethical and proper under Mr. Brown's documents for us to continue to serve as both Personal Representatives and Trustees.

17. I ask that my counsel be allowed to cross examine, among others, Forlando Brown, to determine whether the lawsuit he has filed against us in Federal Court was orchestrated or

motivated by Messrs. Dallas and Cannon, since he is using the law firm that helped Mr. Cannon and Mr. Dallas in July 2007 with trying to remove Mr. Brown's Trust from the State of South Carolina.

18. Every Will or Trust which has more than one outright beneficiary has potential conflicts. Mr. Brown's Estate Plan contemplated service by the same persons as his Personal Representatives and Trustees.

19. Mr. Buchanan and I have worked steadily for 10 months to do everything we could, first to preserve the assets, and now to uphold his Estate Plan. I believe if we had not been appointed, and prevented it, Mr. Cannon, Mr. Dallas and Mr. Bradley would now have millions of dollars, and Mr. Brown's Estate and Trust would be in grave condition.

20. If, after this review, the Court finds that it is not both ethical and reasonable for Mr. Buchanan and me to serve both as Personal Representatives and Trustees, I would intend to work with Mr. Buchanan to tender my resignation in a way that would ensure that Mr. Brown's Estate and Trust not be put at risk of falling back into the hands of Mr. Cannon, Mr. Bradley and Mr. Dallas.

21. In this complex matter, which includes at least 5 separate lawsuits, special conflicts may arise. When they do, it will be entirely appropriate, and we, the Court, or any appropriate party, may seek either a Special Administrator or Special Trustee to deal with a particular situation. To avoid more duplication and confusion, however, I believe this procedure should be implemented only as and when needed.

22. Mr. Buchanan and I have served for only 6 weeks. We are trying to resolve seven years of mismanagement. I hope to continue to do that if the Court finds my service appropriate.

Mr. Brown's Estate and Trust if the same fiduciaries were not serving both as his Personal Representatives and as Trustees.

5. As shown on Exhibit A, attached hereto, Albert Bradley, prior to January 2, 2003, failed to perform his duties as Trustee for six years. After that, he has joined in, and supported, the acts of Mr. Cannon and Mr. Dallas.

6. One of our primary acts as SA s from March 7, 2007 - August 10, 2007 was preventing an imprudent sale of Mr. Brown's assets which would have immediately paid Mr. Dallas and Mr. Cannon more that \$ 2 Million.

7. Along with Mr. Buchanan, I have both a fiduciary duty and a great desire to preserve Mr. Brown's Estate Plan, as outlined in his Will and the 2000 Trust, for the education of children, including his grandchildren.

8. I believe that my fiduciary duty includes taking all reasonable measures to assure that Messrs. Cannon, Dallas and Bradley not return as fiduciaries for the Estate or Trust.

9. I do not desire, however, to be serving and vigorously defending Mr. Brown's Estate Plan, something which is expected to consume more than 70% of my available time for the next year (and perhaps longer) unless accusations made against Mr. Buchanan and me by the South Carolina Attorney General (and others) related to our service as SA s are resolved in our favor after a full evidentiary hearing.

10. I now agree that I should not have believed the representations of Mr. Dallas and Mr. Bradley, speaking through their lawyer in open Court, that James Brown Enterprises, Inc. had never been transferred to the 2000 Trust. Nor should I have believed many other representations by them. I ask to take the stand to tell the Court about these matters.

Excerpts, Order of the Honorable Doyet A. Early, III dtd. March 7, 2008

Aiken County Case No. 2007-CP-02-0122 ("Case 122")
On January 6, 2008 Buchanan and Pope served a response to all motions to alter or

amend. It was supported in part by affidavits of Buchanan and Pope. They requested:

1. That the Court proceed with, and deny, all attempts of Dallas and Bradley to set aside their permanent resignations;
2. That the Court order Bradley and Dallas to fully account for, and deliver to them as Successors, a complete accounting for the Estate and the 2000 Trust; and
3. That the Court conduct a full hearing on the propriety of their appointment and grant certain additional relief.

On December 13, 2007 and January 28, 2008, Bradley and Dallas filed Supplemental Motions to Alter, Amend or Vacate. The supplemental Motions assert, in part, that this Court lacked jurisdiction to accept the resignations and appoint a successor.

Pope and Buchanan responded to the Supplemental Motions, asserting that they were not timely. Additional testimony, affidavits⁸ and filings were made a part of the record at the hearing.

⁷ Buchanan and Pope, among other things, asked the Court to find:

- DHE #4**
- a. Because of the damage caused to James Brown, the James Brown 2000 Trust, and the Brown Entities by Messrs. Cannon, Dallas and Bradley, it was both proper and in the best interest of the Estate to appoint PRs and Trustees to serve in both capacities. Separating those functions would cause unnecessary duplication and hinder the Estate Plan of James Brown.
 - b. Buchanan and Pope ethically and properly performed their service as SAs and their claim for past services was properly ordered by the Court.
 - c. Buchanan and Pope, or other properly designated fiduciaries, may ethically serve simultaneously as PRs and Trustees under Mr. Brown's Will and the 2000 Trust, and Buchanan and Pope have properly done so since November 20, 2007.

⁸ Including the Affidavits of Buchanan and Pope, with attachments, served on January 18, 2008.

EXHIBIT 23

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

Forlando J. Brown,)	
)	
Plaintiff,)	
)	
v.	)	Case No. 3:08-co-00014-CMC
)	
Adele J. Pope, individually and)	
As Trustee of the Irrevocable Trust)	
established by James Brown in)	
August 1, 2000, and)	
)	
Robert L. Buchanan, Jr., individually and)	
As Trustee of the Irrevocable Trust)	
established by James Brown in)	
August 1, 2000,)	
)	
Defendants.)	

AMENDMENT TO COMPLAINT

COMES NOW Plaintiff Forlando J. Brown and hereby amends his Complaint against Adele J. Pope, individually and as a purported Trustee of an Irrevocable Trust established by James Brown on August 1, 2000 (the "Irrevocable Trust"), and Robert L. Buchanan, Jr., individually and as a purported Trustee of the Irrevocable Trust, by adding the following counts and additions to the prayer for relief thereto:

COUNT III – TORTIOUS INTERERENCE WITH GIFT, PROSPECTIVE CONTRACTUAL, BUSINESS, OR ECONOMIC RELATIONS

1.

Plaintiff incorporates the allegations in his Verified Complaint as if fully set forth herein.

2.

Plaintiff Forlando Brown is a beneficiary of the Irrevocable Trust and is entitled to receive funds from the Irrevocable Trust for his education. As a grandchild of James Brown, under the age of 35, Forlando had an expectancy that he would receive funds from the Irrevocable Trust to pay for his education.

3.

After being illegally appointed as a Trustee of the Irrevocable Trust, and in derogation of the express terms of the Irrevocable Trust, Pope and Buchanan purposely and with malice, tortiously interfered with Forlando's gift and right to payment for his education by transferring and seeking to transfer assets of the Irrevocable Trust to the Estate of James Brown where they can be utilized to effectuate their administration of the Estate and pay their own personal legal fees, threatening to transfer additional assets from the Irrevocable Trust, misappropriating assets of the Irrevocable Trust, and refusing to pay for the education of Forlando, as required by the express terms of the Irrevocable Trust. All of these actions by Pope and Buchanan are improper and wrongful.

4.

Pope and Buchanan performed these improper actions without privilege.

5.

By their improper actions, Pope and Buchanan have prevented Forlando from receiving funds he is rightfully owed under the Irrevocable Trust.

10.

After being illegally appointed as a Trustee of the Irrevocable Trust, and in derogation of the express terms of the Irrevocable Trust, Pope and Buchanan purposely, with malice, and without legal authorization, assumed control over the assets of the Irrevocable Trust, directed these assets to the Estate of James Brown, and withheld payment for the education of Forlando, and exercised the right of ownership over the funds to pay for Forlando's education.

11.

Pope and Buchanan did not have a legal right to take the assets of the Irrevocable Trust and divert them for other improper uses because they were not acting as legal trustees of the Irrevocable Trust and because these uses were prohibited under the Trust instrument.

12.

By their improper actions, Pope and Buchanan prevented Forlando from receiving the funds he was rightfully owed under the Irrevocable Trust.

13.

Forlando has been proximately damaged by Pope and Buchanan's conversion of trust assets in that 1) he has not received the funds to pay for his education, 2) there is no indication that his education will be paid for in the near future, and perhaps not at all as a result of the actions of Pope and Buchanan, and 3) his plans for completing his studies and attending law school may be thwarted as a result.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter a judgment and order:

- (a) awarding compensatory damages against Pope and Buchanan in their individual capacity;

- (b) immediately restraining and enjoining Pope and Buchanan from any further activities involving the Irrevocable Trust and any further tortious interference with the Irrevocable Trust or conversion of its assets;
- (c) permitting the Irrevocable Trust to operate according to its express terms, and in accordance with South Carolina law, in electing its own Trustees without further interference from Pope or Buchanan; and
- (d) awarding the Plaintiff such other and further relief as the Court may deem just, equitable and proper.

Respectfully submitted, this 7th day of January, 2008.

s/ William B. Shearer, Jr.

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EXHIBIT 24

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN)	
	)	CIVIL ACTION NO. 2007-CP-02-0122
)	
)	
IN RE:	)	ORDER DIRECTING PAYMENT
	)	OF FEES AND COSTS OF SPECIAL
	)	ADMINISTRATORS AND OTHER RELIEF
THE ESTATE OF JAMES BROWN)	
A/K/A JAMES JOSEPH BROWN)	

This matter comes before me on Motion of Robert L. Buchanan, Jr. and Adele J. Pope, as Personal Representatives of the Estate of James Brown; Trustees of the James Brown 2000 Irrevocable Trust; and former Special Administrators of the Estate of James Brown. They seek an order approving payment of fees of \$317,000.00 and costs for their services as Special Administrators for the period from March 7, 2007 through November 20, 2007. They also seek approval of continued payments on a "time plus costs" basis while they serve as Personal Representatives and Trustees. Their unreimbursed costs for the period are \$2,415.38. They ask that the "time plus costs" payments be a deposit towards, and without prejudice to, their right to receive full commissions as Personal Representatives and Trustees.

The motion was supported by affidavits of Robert L. Buchanan, Jr. and Adele J. Pope, with detailed attachments outlining their work as Special Administrators for the period from March 7, 2007 through November 20, 2007, and as Personal Representatives and Trustees since that time. For the 8 1/2 month period they served as Special Administrators, the two attorneys worked more than 950 hours. Their staffs and law clerks worked more than 680 hours.

Since, by limitation in this Court's ~~former orders~~, the Special Administrators were not fiduciaries during the period before November 20, 2007, the Court's guidelines for

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN, the Special Administrators were not
I, L. Godard, Clerk of Court of Common Pleas and General
Sessions for Aiken County, South Carolina do hereby certify
under the Court's guidelines for the period before November 20, 2007, the Court's
original documents which have been filed in this case.

JAN 09 2008

L. Godard
L. Godard, Clerk of Court
Aiken County, S.C.

1-9
8.
8:30

determining reasonableness of fees for attorneys is an appropriate standard by which to measure their request as Special Administrators. The factors to be considered are:

1. The nature, extent and difficulty of the case;
2. The time necessarily devoted to the case;
3. Professional standing of counsel;
4. Contingency of compensation;
5. Beneficial results obtained;
6. Customary legal fees for similar services. See Donahue v. Donahue, 299 S.C. 353, 384 S.E.2d 741 (1989).

Considering such factors, the Court finds that the fees and costs requested by Mr. Buchanan and Mrs. Pope are fair and reasonable. Both Mr. Buchanan and Mrs. Pope are attorneys with substantial experience. This has been an extremely difficult case, and has required that they devote a large portion of their day almost every day to the task. Their discovery of the inappropriate August, 2006 deposit of \$900,000, which should have been applied to Mr. Brown's debt at M&T Bank, alone, has been of substantial value to the Estate. With the help of family members and their counsel, the Special Administrators investigated numerous areas of concern. As Personal Representatives and Trustees, they are continuing their work.

In addition to their own work, the Special Administrators were required to use staff in a way which was not anticipated at the time of their appointment. Mr. Buchanan's office became the home address of the James Brown Estate, the James Brown 2000 Irrevocable Trust, and the Brown Entities. Mrs. Pope's office became the repository for more than 80 boxes of documents. With the assistance of the staff of former counsel for the Personal Representatives, after August 10, 2007, Mrs. Pope and her staff made documents and records available to counsel for all Interested Parties, as well as for the work of the Estate.

The payment requested by Mr. Buchanan and Mrs. Pope is also consistent with their standing and services performed by other counsel of similar standing. They are consistent with the hourly rate of other lawyers in this case, as demonstrated in various filings.

With respect to their request to receive periodic payments on a "time plus costs" basis, with right to receive full commissions as Personal Representatives and Trustees, I find that it is entirely reasonable under the circumstances. Based on their affidavits, it is clear that the work of Mr. Buchanan and Mrs. Pope has approximately doubled since they became Personal Representatives and Trustees. In less than a month of service, they have filed the Application for Recognition of the James Brown "I Feel Good" Trust as a 501(c)(3) charitable educational organization. They have also begun to address the substantial tax issues facing the Estate, the Trust, and Brown Entities. Further, they are now actively involved in both the administration of Mr. Brown's assets and entities and also the defense of his Estate Plan.

Under these circumstances this Court finds it appropriate for Mr. Buchanan and Mrs. Pope, as Personal Representatives and Trustees, to continue to receive fees and costs on an hourly basis, as a deposit only, to any full commissions to which they may be entitled as Personal Representatives and Trustees. I specifically find that such payments are reasonable and should be made without prejudice to (but as a deposit toward) their full commissions.

I find it premature to determine whether such fees should be charged to the Estate, the 2000 Irrevocable Trust, or James Brown Enterprises, Inc. A glance at the claims filed against the Estate of James Brown shows that more than twenty attorneys (in at least 4 law firms) performed services for Mr. Brown, James Brown Enterprises, Inc., and the Trust. Most did so without attempting to allocate the services among them. Further, there is litigation pending in at least three states (Illinois, New York and South Carolina) which is and must be conducted

simultaneously by the Estate and one or more of James Brown Enterprises, Inc., the 2000 Irrevocable Trust and other Brown Entities.

The Personal Representatives and Trustees under Mr. Brown's Estate Plan, have abundant authority to make a reasonable allocation, at the appropriate time, of their commissions. Should any party prevail in the challenges now pending to the Estate Plan of Mr. Brown, or any other circumstances dictate, it may become the duty of the Court to review any such allocation.

Based on the foregoing, IT IS ORDERED, ADJUDGED AND DECREED:

1. Robert L. Buchanan, Jr. and Adele J. Pope shall be paid \$317,000 plus costs, for service as Special Administrators from March 7, 2007 through November 20, 2007.
2. Robert L. Buchanan, Jr. and Adele J. Pope shall receive continuing payment on a "time plus costs" basis for themselves and their staff, commencing November 21, 2007. This shall be a deposit toward, and without prejudice to, their full commissions as Personal Representatives and Trustees.
3. To the extent not paid within 60 days, the above amounts shall be subject to interest at the legal rate.
4. Robert L. Buchanan, Jr. and Adele J. Pope shall be reimbursed for all costs as shown, and all reasonable costs in the future.

AND IT IS SO ORDERED.

January 9, 2008
[Signature], South Carolina

[Signature]
Doyet A. Early, III
Resident Judge, Second Judicial Circuit

THE JAMES BROWN LEGACY, INC.
683 GREENVIEW AVENUE, NE, ATLANTA, GEORGIA 30305

EXHIBIT 25

February 29, 2008

Ms. Adele J. Pope
1218 Taylor Street
PO Drawer 7125
Columbia, SC 29202
Adele @popelawfirm.com

Mr. Robert L. Buchanan, Jr.
212 Newberry Street NW
P.O. Box 463
Aiken, SC 29802-0463
rbuchananjr@bellsouth.net

Dear Ms. Pope and Mr. Buchanan:

We are pleased to submit this letter of intent on behalf of The James Brown Legacy, Inc. (hereinafter "TJBL") expressing our intent to purchase all of the assets James Brown Estate (the "Estate") and the irrevocable trust established by Mr. James Brown dated August 1, 2000 (the "Trust"), in their entirety, including, without limitation, James Brown Enterprises, Inc that is owned by the Trust. All of these assets will be collectively referred to as the "Assets."

Our intent is to purchase all of the Assets because we believe that to obtain maximum value for the Assets so that the legacy of James Brown and his noble wishes as set out in the Trust can be fulfilled, the Assets must be sold 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.

The purchase price for the Assets will be between \$90,000,000 and \$100,000,000 plus a continuing payment equal to five percent of the gross profits that we generate from licensing those Assets that can be licensed, all depending on the outcome of our due diligence described below. The purchase price assumes clear title to the Assets and that the sale will be on a debt-free and lien free basis. The purchase price will be all cash, paid at closing and financed by a private equity fund that is our partner.

Our intent, upon receiving your agreement to this letter of intent, will be to conduct an in depth due diligence of the Assets and simultaneously 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 will 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 Assets over time. We believe that this approach, coupled with the right structured sales agreement, will provide the most value for all interested parties.

We anticipate we will need a period of 90 days for due diligence, if all required information and people who have had influence on the assets are available (the "Due Diligence Period"). Our due diligence will focus on a review of all of the Assets, including, but not limited to, a legal review of all intellectual property and rights, all contracts and agreements, all litigation and an accounting review of the financial statements of JBE for the last 3 complete fiscal years.

At the end of the Due Diligence Period, we anticipate submitting a definitive written agreement for the purchase of the Assets (the "Definitive Agreement") that will include

- a. A deposit payment of \$5 million to be credited toward the purchase price at the closing.
- b. A closing date within 30 days following the signing of the purchase agreement.
- c. A condition that all material consents required to complete the proposed acquisition shall have been obtained prior to closing.
- d. Customary representations, warranties and covenants for this type of acquisition, including, but not limited to, organization and good standing, authority and enforceability, good title, no liens and encumbrances, condition of assets, licenses and compliance with laws, absences of adverse changes, material contracts, no undisclosed liabilities and financial statements.
- e. Customary indemnification against breach of warranties and existing liabilities.
- f. An escrow fund of Five Million Dollars (\$5,000,000) from the Purchase Price will be set aside for two years to provide security for the indemnification of TJBL any breaches of the seller's representations, warranties and obligations.

To help provide resources to protect the Assets and get the Estate and/or Trust some cash sooner rather than later, we are willing to manage the Trust assets during the Due Diligence Period. If you will allow this, TJBL will need an agreement and your full support to determine marketability of assets and enter into arrangements to secure cash infusions.

This letter agreement will remain in effect for 120 days after your acceptance below, unless earlier superseded by the definitive Agreement (the Term).

In consideration of the substantial resources that TJBL will be expending in connection with pursuing this proposed acquisition, from the time of the acceptance of this letter agreement until such time as this letter agreement has terminated (the "Exclusivity Period"), the Estate and the Trust shall not and shall counsel each of their respective representatives, agents, advisors or affiliates (collectively, the "Seller Group") not to initiate, solicit, entertain, negotiate, accept or discuss, directly or indirectly, any proposal or offer ("Acquisition Proposal") to acquire all or any significant part of the business or properties, capital stock or capital stock equivalents of the Estate or Trust or otherwise effect a change in control thereof, of any kind whatsoever, or provide any non-public information to any third party in connection with an Acquisition Proposal or enter into any agreement, arrangement or understanding requiring the Estate or Trust to abandon, terminate or fail to consummate the proposed acquisition, or otherwise encourage or facilitate any of the foregoing. The Estate or

Trust shall immediately notify the TJBL if any member of the Seller Group receives during the term of this letter agreement any indications of interest, requests for information or offers in respect of an Acquisition Proposal. The Estate and Trust represent and warrant that no member of the Seller Group is party to or bound by any agreement with respect to an Acquisition Proposal other than under this letter agreement.

This letter of intent shall not create any binding obligation on the part of any of the parties hereto to enter into the Definitive Agreement or to effect the proposed acquisition or any other transaction regarding the Assets, the Estate or the Trust, nor shall this letter agreement create any other binding obligation except for the Term and Exclusivity Period above and the Governing Law and the Expiration Date set forth below. Such provisions will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. A binding agreement with respect to the proposed acquisition will result only from the execution of the Definitive Agreement and will be entirely subject to the terms and conditions contained therein.

This letter agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of South Carolina without giving effect to any choice of law rules that may require the application of the laws of any other jurisdiction (the "Governing Law").

This letter of intent will expire at 5:00 p.m., Eastern Time, on March 5, 2008, unless sooner accepted below (the "Expiration Date").

Based upon our experience, we are confident in our ability to structure a mutually beneficial transaction in a professional and timely manner. If you have any questions regarding our interest, please feel free to contact me. Thank you for your consideration of our interest in this transaction.

Very truly yours,

THE JAMES BROWN LEGACY, INC.

By: _____
Terry Bradford Cox

AGREED AND ACCEPTED
_____, 2008

THE ESTATE OF JAMES BROWN

By: _____

THE IRREVOCABLE TRUST OF JAMES BROWN,
dated August 1, 2000

By: _____

Adele J. Pope

From: Terry Bradford Cox, PhD [tbcox@mindspring.com]
Sent: Friday, February 29, 2008 6:43 PM
To: Adele Pope; Bob Buchanan
Cc: Sonny Jones; Bill Shearer
Subject: James Brown Legacy loi assumptions 02.08
Attachments: James Brown Legacy loi assumptions 02____.doc

Dear Adele and Bob

Attached is a letter of intent to purchase all of the assets of the Trust and Estate. The hard copy of this intent and letter from Powell Goldstein, LLP will be sent Monday. I appreciate your consideration.
Sincerely,

Terry

Terry Bradford Cox, PhD
The Grahm Windsor Group
683 Greenview Ave. NE
Atlanta, Georgia 30305
678.575.4180
tbcox@grahm-windsor.com

EXHIBIT 26

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF AIKEN

) SECOND JUDICIAL CIRCUIT

Robert L. Buchanan, Jr. and Adele J. Pope
as Trustees of the James Brown 2000 Irrevocable
Trust and as Personal Representatives of the
Estate of James Brown, deceased
Plaintiffs,

) C/A No. 2007-CP-02-122

v.

Deanna J. Brown Thomas, Yamma N. Brown Lumar
Venisha Brown, Daryl J. Brown, Larry Brown, and
Terry Brown, each individually and as parent and
natural guardian of his and her minor and unborn
issue; Romunzo Brown, Forlando Brown, Tonya
Brown, Sydney Lumar, Carrington Lumar, Jason
Brown-Lewis, Lindsey Delores Brown and Janise
Vanisha Brown; Henry Dargan McMaster, in his
capacity as Attorney General for the State of South
Carolina; Tommie Raye Hynie Brown; and James
Brown II, a minor, by Stephen Slotchiver, his
guardian ad litem.

) AFFIDAVIT OF
) ROBERT L. BUCHANAN, JR.

Defendants.

PERSONALLY APPEARED BEFORE ME, Robert L. Buchanan, Jr., who being duly
sworn, deposes and says:

1. I am one of the Personal Representatives and Trustees in the above-referenced matter.
2. When we requested the Christie's sale, it was an emergency. It is more of an emergency now.
3. The estate lacks funds to pay for insurance or security of the property and is expected to completely run out of money in no more than a few weeks.
4. The Selection for Sale which was filed with this Court confirms that we have complied with all of the requirements of this Court's Order dated February 20, 2008.
5. We ask the Court to direct the sale and to approve the contract with Christie's as

presented, or such more favorable contract as we may negotiate.

6. There is no money to pay upcoming insurance for automobiles or other expenses of the Estate, the Trust or of James Brown Enterprises, Inc., and challenges to our authority have significantly complicated our ability to enter into contracts for the license of the image, persona and music of Mr. Brown.

7. Attached as Exhibit A is the attachment to hardship extension for payment of estate taxes which was filed yesterday.

8. Attached as Exhibit B are some of the demands for payment of estate taxes we have made to beneficiaries. None have been paid.

9. We ask the Court to conduct a telephone hearing on March 31, 2008 and sign an Order on the same day directing the Christie's sale and our execution of the contract.

FURTHER DEPONENT SAYETH NOT.


ROBERT L. BUCHANAN

SWORN TO before me this
25th day of March, 2008.

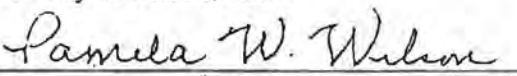
 (L.S.)
Notary Public for South Carolina
My Commission expires: 04-08-2012

Exhibit 21

Form **4768**

HARDSHIP REQUEST
Application for Extension of Time To File a Return and/or Pay U.S. Estate (and Generation-Skipping Transfer) Taxes

OMB No. 1545-0181

(Rev. January 2008)
 Department of the Treasury
 Internal Revenue Service

Part I Identification		
Decedent's first name and middle initial James	Decedent's last name Brown	Date of death 12/25/2006
Name of executor ROBERT L. BUCHANAN, JR	Name of application filer (if other than the executor) ABELE J. POPE	Decedent's social security number [REDACTED]
Address of executor 212 Newberry Street, NW	City, state, and ZIP code Aiken, SC 29801	Estate tax return due date 09/25/2007
	County of decedent (county, state, and ZIP code) South Carolina	Daytime telephone number

Part II Extension of Time To File Form 706, 706-A, 706-D, 706-NA, or 706-QDT (Section 6081)
Automatic Extension

If you are applying for an automatic 6-month extension of time to file:

- Form 706, check here
- Form 706-A, 706-D, 706-NA, or 706-QDT, indicate the form by checking the appropriate box below.
 - Form 706-A
 - Form 706-D
 - Form 706-NA
 - Form 706-QDT

Additional Extension

If you are an executor out of the country applying for an extension of time to file in excess of 6 months, check here

Also you must attach a statement explaining in detail why it is impossible or impractical to file Form 706 by the due date. See the instructions.

Enter extension date requested

Part III Extension of Time To Pay (Section 6161)

You must attach your written statement to explain in detail why it is impossible or impractical to pay the full amount of the estate (or GST) tax by the return due date. If the taxes cannot be determined because the size of the gross estate is unascertainable, check here and enter "0-" or other appropriate amount on Part IV, line 3. You must attach an explanation.

Enter extension date requested (Not more than 12 months)

- If this request is for the tax that will be or was due with the filing of Form 706, check here
- If this request is for the tax that will be due as a result of an amended or supplemental Form 706, check here
- If this request is for additional tax due as a result of an examination of your Form 706, check here
- If this request is for a section 6166 installment payment, check here

Part IV Payment To Accompany Extension Request

1	Amount of estate and GST taxes estimated to be due	1		
2	Amount of cash shortage (complete Part II)	2		
3	Balance due (subtract line 2 from line 1) (see instructions)	3		0 00

Signature and Verification

If filed by executor— Under penalties of perjury, I declare that I am an executor of the estate of the above-named decedent and that to the best of my knowledge and belief, the statements made herein and attached are true and correct.

Abel J. Pope Co-*Personal Rep.* Co-*Personal Rep.* 3/24/08
 Executor's signature Title Date

If filed by someone other than the executor— Under penalties of perjury, I declare that to the best of my knowledge and belief, the statements made herein and attached are true and correct, that I am authorized by an executor to file this application, and that I am (check box(es) that apply(ies)):

- A member in good standing of the bar of the highest court of (specify jurisdiction) ▶
- A certified public accountant duly qualified to practice in (specify jurisdiction) ▶
- A person enrolled to practice before the Internal Revenue Service.
- A duly authorized agent holding a power of attorney. (The power of attorney need not be submitted unless requested.)

 Filer's signature (other than the executor) Date

The above former Trustees Cannon, Dallas and Bradley were named and served as Trustees of the 2000 Trust from August 1, 2000 until the dates of their respective resignations. They were appointed PRs on January 18, 2007. PR/Trustees Dallas and Bradley have tried to withdraw their resignations. They were denied reconsideration of the Order accepting their resignation by Order of the Circuit Court dated March 7, 2008. That Order is being appealed by them.

CASH FLOW:

As of the date of this request, the Estate/Trust has approximately the following cash or equivalents:

Cash in banks	\$20,000
Cash in Savings	4,000
Brokerage MM Account	<u>4,000</u>
	\$ 28,000 ¹

When the former PR/Trustees resigned they had not prepared or filed a date-of-death Inventory & Appraisal of the Estate of James Brown or a date-of-death Statement of Assets and Liabilities of the 2000 Trust. Further, they have not accounted for their actions either as PRs or Trustees. They have been ordered to do so by the Court. Former Trustee Cannon had refused to account, asserting that he believes the delivery of approximately 30 boxes of documents constitutes an accounting.

Former Trustees Bradley and Dallas, as of the date of this request, should deliver an accounting to the Court for their services as PR and separately as Trustees, about June 10, 2008. Their appeal of the court's Order directing them to account is expected to cause further delay and hardship to the Estate in its ability to sort out what are the asset of the Estate and Trust, and their values.

When assets are described in this Request as owned by the Estate or the 2000 Trust, they may be owned by James Brown Enterprises, Inc. [JBE, Inc.]. Because of the failure of the former PR/Trustees to keep adequate records, actual ownership among these entities may not be finally determined for years.

What is known with respect to JBE, Inc. is the following:

1. It is a South Carolina Corporation, wholly owned in 1999 by Mr. Brown.
2. In 1999 JBE, Inc. was determined to own approximately 2/3s of the Artist's share of royalties to approximately 800 of Mr. Brown's songs. (Mr. Brown was designated as the owner of the other approximately 1/3.)

In 1999, prior to the creation of the 2000 Trust, JBE, Inc. and Mr. Brown entered into a complex

¹ \$20,000 of the above amount belongs to M&T Bank, Trustee of the Royalty-backed Note discussed below which TIAA, the Noteholder, has allowed the Estate to retain to pay necessary costs to assist with the recovery of about \$373,000 due from Cannon to M&T in connection with \$900,000.00 he misappropriated about August 1, 2006.

financing transaction in which certain rights related to the songs were transferred to James Brown, LLC, a Delaware Corporation. The end result was a loan of \$26 Million in exchange for which royalties from all of the approximately 800 songs were pledged to M&T Bank, as Trustee for the Noteholder of the \$26 Million Note (TIAA). That note had a value of \$18 - \$20 Million as of the death of Mr. Brown.

As of 15 months after Mr. Brown's death, the following remains unclear:

- a. What are the date-of-death assets and liabilities of JBE, Inc.?
- b. Was JBE, Inc. transferred to the 2000 Trust? If so, when?
- c. What assets and liabilities did the 2000 Trust have as of Mr. Brown's death?
- d. What assets and liabilities did Mr. Brown own outright at his death.

Mr. Brown's Estate Plan, consisting of a Will dated August 1, 2000 and the 2000 Trust, provides for the following disposition, whether assets are owned by the Estate or the 2000 Trust.

1. Personal and Household Effects to 6 named children
2. Remainder to 2000 Trust, which will be divided as follows:
 - a. Maximum available Generation Skipping (ab. \$2 Million) to a non-charitable Trust for the education of designated grandchildren.
 - b. Remainder (assuming net Trust over \$4 Million) to the James Brown "I Feel Good" Trust, a South Carolina Charitable Trust.

The following is **ROUGH ESTIMATE** of the calculation of the Estate Taxes which will be due if:

1. The Estate Plan is upheld (5 of Mr. Brown's 6 children and others have sued to invalidate both the Will and Trust);
2. The Elective Share claim of Tommie Rae Hynie, who is claiming to be the spouse of Decedent, is unsuccessful.

Note: This Estimate is made without regard to whether property is owned by the Estate or the Trust. Ownership by the Trust would result in placement on a different schedule (or possibly on a gift tax return), but with the same estimated total.

	DATE-OF-DEATH VALUE
Schedule A - Real Estate (Real Estate title in Trust)	\$ 0
Schedule B - Stocks and Bonds (JBE, Inc. and Geronimo Music, LLC)	\$ combined with royalties, etc.
Schedule C - Mortgages, Notes and Cash	\$ 200,000
Schedule D - Insurance on Decedent's Life	
Part 1 - Payable to Estate	\$ 0
Part 2 - Payable to Beneficiary . .	\$

Excerpts, Hardship Request of Buchanan and Pope, Application for Extension of Time to File a Return and/or Pay U. S. Estate (and Generation-Skipping Transfer) Taxes, dtd. March 24, 2008

(PRs have recently learned that the person claiming to be the spouse was paid a death benefit of approx \$30,000)

Schedule E - Jointly Owned Property . . .	\$
Schedule F - Other Miscellaneous . . .	\$
Royalties, image, persona, publicity rights, and all rights associated w/ unpublished songs.	\$ 80,000,000
Corbis Claim	\$ Unknown
Tangible Personal Property, as per Christie's valuation	\$ 1,400,000
Claim against Cannon, Dallas, Bradley and others for losses b/wteen 1999 and 2008. MORE THAN	\$ 10,000,000
Schedule G - Transfers during Decedent's Life	\$ See F, above
Schedule H - Powers of Appointment. . .	\$
Schedule I - Annuities.	\$
TOTAL GROSS VALUE.	\$ 91,600,000
ENCUMBRANCES	\$
\$26 Million Royalty-Backed Note	\$ (20,000,000)
Expenses of Administration	\$ (4,000,000)
Date-of-death value of defense of approximately \$65,000,000 in claims against the Estate/Trust filed by Pullman, former PR/ Trustees, Bobbitt, Intrigue, GT and others, including administrative claims	<u>\$ (5,000,000)</u>
TOTAL NET WORTH.	\$ 62,600,000

Assuming that the Estate Plan is upheld, the calculation of the Taxes will be as follows:

TOTAL NET WORTH	\$ 62,600,000
Distributed as follows:	
Personal and Household Effects (Approx \$1 Million) to children	
(Brown Family Education Trust non-charitable \$2 Million)	
James Brown "I Feel Good" Trust (charitable)	<u>\$ 59,600,000</u>
Taxable Estate	\$ 3,000,000

Federal and S.C. Estate Taxes

\$ 460,000 plus interest from September 25, 2007

The weekly maintenance cost for the protection of the assets and defense of the Estate Plan is more than \$4,000. The Estate/Trust is expected to have no cash flow in approximately 5 weeks. The Estate has more than \$350,000 in administrative costs that have been approved by the Court, but cannot be paid. There is no money to insure assets, and the Court has been so notified.

By Court Order dated February 20, 2008, a sale of a selection of pieces of Tangible Personal Property was ordered. The items are to be sold by Christie's. The Order required a selection and notification process. As of the date of this Order, the final approval process is not complete.

The PR/Trustees intend to make a substantial deposit toward the Estate Taxes when the net proceeds of the Christie's sale are received. This is estimated to be in September or October if the Christie's sale proceeds according to the Court-Ordered schedule.

There are numerous contingencies, including a claim by a putative spouse; claims by 5 of 6 children to set aside Will; suit filed in Federal Court by a grandchild to contest the appointment of the PR/Trustees and seek the return of prior PR/Trustees; objection by the Attorney General of the State of South Carolina to the appointment of these PR/Trustees in both capacities (which objection was based primarily on affidavit by former PR/Trustees); claim by former PR/Trustees Dallas and Bradley that William Hammond, former attorney for the Estate/Trust, was named a Successor Trustee on or about July 26, 2007 (This purported designation was not disclosed to any Interested Parties or the Court until March 7, 2008.); claims by former PR/Trustees Dallas and Bradley that these PR/Trustees have no authority to act; and numerous other claims and objections.

In short, this Estate does not have the funds to pay the Estate Taxes; the beneficiaries have refused to pay their apportioned portion of the Estate Taxes as shown on Exhibit A; and, because of the failure of the former PR/Trustees to maintain adequate records, the date-of-death assets of the Estate, Trust and Related entities, and their values, are not known at this time and are not expected to be known for some time. It is, therefore, not possible to prepare an accurate Estate Tax Return at this time.

Respectfully submitted,

ESTATE OF JAMES BROWN

By: 

And: 

Its Personal Representatives

THE JAMES BROWN LEGACY INC.
683 GREENVIEW AVENUE, NE, ATLANTA, GEORGIA 30305

EXHIBIT 27

March 27, 2008

Ms. Adele J. Pope
1218 Taylor Street
PO Drawer 7125
Columbia, SC 29202
Adele@popelawfirm.com

Mr. Robert L. Buchanan, Jr.
212 Newberry Street NW
P.O. Box 463
Aiken, SC 29802-0463
rbuchananjr@bellsouth.net

Dear Ms. Pope and Mr. Buchanan:

We are pleased to submit this letter of intent on behalf of Terry Lee Brown, sole heir to the Estate of James Brown and The James Brown Legacy, Inc. and (hereinafter "TJBL") expressing our intent to purchase all of the assets James Brown Estate established by Mr. James Brown dated August 1, 2000 (the "Estate"), as defined by Christie's Estate Tax Appraisal of February 27, 2008. in its entirety. All of these assets will be collectively referred to as the "Assets."

Our intent is to purchase all of the Assets and keep them in providence to protect the legacy of James Brown. The Assets must be held as a unit instead of an auction strategy that breaks up the items and liquids them piecemeal. As you surely know, no matter the differences within the family, no one wants this approach as the remedy for their differences.

The purchase price for the Assets will be \$2 million. If a letter of credit is necessary, to demonstrate security of the funds, one will be provided. The purchase price assumes clear title to the Assets and that the sale will be on a debt-free and lien free basis. The purchase price will be all cash, paid at closing and financed by a private funding group that is our partner.

Our intent, upon receiving your agreement to this letter of intent, is to submit definitive written agreement for the purchase of the Assets (the "Definitive Agreement") that will include

- a. A closing date within 30 days following the signing of the purchase agreement.
- b. A letter of credit to support the offer.
- c. A condition that all material consents required to complete the proposed acquisition shall have been obtained prior to closing.
- d. Customary representations, warranties and covenants for this type of acquisition, including, but not limited to, organization and good standing,

authority and enforceability, good title, no liens and encumbrances, condition of assets, licenses and compliance with laws, absences of adverse changes, material contracts, no undisclosed liabilities and financial statements.

- e. Customary indemnification against breach of warranties and existing liabilities.
- f. An escrow fund of Two Hundred fifty Thousand Dollars (\$250,000) from the Purchase Price will be set aside for two years to provide security for the indemnification of TJBL any breaches of the seller's representations, warranties and obligations.

This letter agreement will remain in effect for 30 days after your acceptance below, unless earlier superseded by the definitive Agreement (the Term).

In consideration of the substantial resources that TJBL will be expending in connection with pursuing this proposed acquisition, from the time of the acceptance of this letter agreement until such time as this letter agreement has terminated (the "Exclusivity Period"), the Estate shall not and shall counsel each of their respective representatives, agents, advisors or affiliates (collectively, the "Seller Group") not to initiate, solicit, entertain, negotiate, accept or discuss, directly or indirectly, any proposal or offer ("Acquisition Proposal") to acquire all or any significant part of the business or properties, capital stock or capital stock equivalents of the Estate or otherwise effect a change in control thereof, of any kind whatsoever, or provide any non-public information to any third party in connection with an Acquisition Proposal or enter into any agreement, arrangement or understanding requiring the Estate to abandon, terminate or fail to consummate the proposed acquisition, or otherwise encourage or facilitate any of the foregoing. The Estate shall immediately notify the TJBL if any member of the Seller Group receives during the term of this letter agreement any indications of interest, requests for information or offers in respect of an Acquisition Proposal. The Estate represent and warrant that no member of the Seller Group is party to or bound by any agreement with respect to an Acquisition Proposal other than under this letter agreement.

This letter of intent shall not create any binding obligation on the part of any of the parties hereto to enter into the Definitive Agreement or to effect the proposed acquisition or any other transaction regarding the Assets, the Estate, nor shall this letter agreement create any other binding obligation except for the Term and Exclusivity Period above and the Governing Law and the Expiration Date set forth below. Such provisions will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. A binding agreement with respect to the proposed acquisition will result only from the execution of the Definitive Agreement and will be entirely subject to the terms and conditions contained therein.

This letter agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of South Carolina without giving effect to any choice of law rules that may require the application of the laws of any other jurisdiction (the "Governing Law").

This letter of intent will expire at 5:00 p.m., Eastern Time, on April 1, 2008, unless sooner accepted below (the "Expiration Date").

Based upon our experience, we are confident in our ability to structure a mutually beneficial transaction in a professional and timely manner. If you have any questions

Excerpts, Letter of Intent, The James Brown Legacy, Inc., Terry Brown, dtd. March 27, 2008

regarding our interest, please feel free to contact me. Thank you for your consideration of our interest in this transaction.

Very truly yours,

TERRY LEE BROWN

THE JAMES BROWN LEGACY, INC.

By: _____
Terry Bradford Cox

AGREED AND ACCEPTED
_____, 2008

THE ESTATE OF JAMES BROWN

By: _____

THE IRREVOCABLE TRUST OF JAMES BROWN,
dated August 1, 2000

By: _____

CC: David B. Bell, Esq.
James Bailey, Esq.
John Sparks, Esq.
Steve A. Matthews, Esq.

THE JAMES BROWN LEGACY, INC.
683 GREENVIEW AVENUE, NE, ATLANTA, GEORGIA 30305

March 27, 2008

Ms. Adele J. Pope
1218 Taylor Street
PO Drawer 7125
Columbia, SC 29202
Adele@popelawfirm.com

Mr. Robert L. Buchanan, Jr.
212 Newberry Street NW
P.O. Box 463
Aiken, SC 29802-0463
rbuchananjr@bellsouth.net

Dear Ms. Pope and Mr. Buchanan:

We are pleased to submit this letter of intent on behalf of The James Brown Legacy, Inc. (hereinafter "TJBL") expressing our intent to purchase all of the assets of the irrevocable trust established by Mr. James Brown dated August 1, 2000 (the "Trust"), in its entirety, including, without limitation, James Brown Enterprises, Inc that is owned by the Trust. All of these assets will be collectively referred to as the "Assets."

Our intent is to purchase all of the Assets because we believe that to obtain maximum value for the Assets so that the legacy of James Brown and his noble wishes as set out in the Trust can be fulfilled, the Assets must be sold 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.

The purchase price for the Assets will be between \$90,000,000 and \$100,000,000 plus a continuing payment equal to five percent of the gross profits that we generate from licensing those Assets that can be licensed, all depending on the outcome of our due diligence described below. The purchase price assumes clear title to the Assets and that the sale will be on a debt-free and lien free basis. The purchase price will be all cash, paid at closing and financed by a private funding group that is our partner.

Our intent, upon receiving your agreement to this letter of intent, will be to conduct an in depth due diligence of the Assets and simultaneously 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 will 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 Assets

over time. We believe that this approach, coupled with the right structured sales agreement, will provide the most value for all interested parties.

We anticipate we will need a period of 90 days for due diligence, if all required information and people who have had influence on the assets are available (the "Due Diligence Period"). Our due diligence will focus on a review of all of the Assets, including, but not limited to, a legal review of all intellectual property and rights, all contracts and agreements, all litigation and an accounting review of the financial statements of JBE for the last 3 complete fiscal years.

At the end of the Due Diligence Period, we anticipate submitting a definitive written agreement for the purchase of the Assets (the "Definitive Agreement") that will include

- a. A deposit payment of \$5 million to be credited toward the purchase price at the closing.
- b. A closing date within 30 days following the signing of the purchase agreement.
- c. A condition that all material consents required to complete the proposed acquisition shall have been obtained prior to closing.
- d. Customary representations, warranties and covenants for this type of acquisition, including, but not limited to, organization and good standing, authority and enforceability, good title, no liens and encumbrances, condition of assets, licenses and compliance with laws, absences of adverse changes, material contracts, no undisclosed liabilities and financial statements.
- e. Customary indemnification against breach of warranties and existing liabilities.
- f. An escrow fund of Five Million Dollars (\$5,000,000) from the Purchase Price will be set aside for two years to provide security for the indemnification of TJBL any breaches of the seller's representations, warranties and obligations.

To help provide resources to protect the Assets and get the Estate and/or Trust some cash sooner rather than later, we are willing to manage the Trust assets during the Due Diligence Period. If you will allow this, TJBL will need an agreement and your full support to determine marketability of assets and enter into arrangements to secure cash infusions.

This letter agreement will remain in effect for 120 days after your acceptance below, unless earlier superseded by the definitive Agreement (the Term).

In consideration of the substantial resources that TJBL will be expending in connection with pursuing this proposed acquisition, from the time of the acceptance of this letter agreement until such time as this letter agreement has terminated (the "Exclusivity Period"), the Trust shall not and shall counsel each of their respective representatives, agents, advisors or affiliates (collectively, the "Seller Group") not to initiate, solicit, entertain, negotiate, accept or discuss, directly or indirectly, any proposal or offer ("Acquisition Proposal") to acquire all or any significant part of the business or properties, capital stock or capital stock equivalents of the Trust or otherwise effect a change in control thereof, of any kind whatsoever, or provide any non-public information to any third party in connection with an Acquisition Proposal or enter into any agreement, arrangement or understanding requiring the Trust to abandon, terminate or fail to consummate the proposed acquisition, or otherwise encourage or facilitate any of the foregoing. The Trust shall immediately notify the TJBL if any member of the Seller Group receives any information during the term of this letter agreement any

indications of interest, requests for information or offers in respect of an Acquisition Proposal. The Trust represent and warrant that no member of the Seller Group is party to or bound by any agreement with respect to an Acquisition Proposal other than under this letter agreement.

This letter of intent shall not create any binding obligation on the part of any of the parties hereto to enter into the Definitive Agreement or to effect the proposed acquisition or any other transaction regarding the Assets, the Trust, nor shall this letter agreement create any other binding obligation except for the Term and Exclusivity Period provisions above and the Governing Law and the Expiration Date set forth below. Such provisions will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. A binding agreement with respect to the proposed acquisition will result only from the execution of the Definitive Agreement and will be entirely subject to the terms and conditions contained therein.

This letter agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of South Carolina without giving effect to any choice of law rules that may require the application of the laws of any other jurisdiction (the "Governing Law").

This letter of intent will expire at 5:00 p.m., Eastern Time, on April 1, 2008, unless sooner accepted below (the "Expiration Date").

Based upon our experience, we are confident in our ability to structure a mutually beneficial transaction in a professional and timely manner. If you have any questions regarding our interest, please feel free to contact me. Thank you for your consideration of our interest in this transaction.

Very truly yours,

THE JAMES BROWN LEGACY, INC.

By: _____
Terry Bradford Cox

AGREED AND ACCEPTED
_____, 2008

THE ESTATE OF JAMES BROWN

By: _____

THE IRREVOCABLE TRUST OF JAMES BROWN,
dated August 1, 2000

By: _____

Excerpts, Ltr. Buchanan and Pope to Attorney General McMaster dtd. March 10, 2008

EXHIBIT 28

**212 Newberry Street NW
Aiken, South Carolina 29801**

March 10, 2008

The Honorable Henry Dargan MacMaster
Attorney General for the State of South Carolina
State of South Carolina
P.O. Box 11549
Columbia, SC 29211-1549
Fax # 803 - 734-3677

BY FAX ONLY

Re: The Estate of James Brown
The James Brown 2000 Irrevocable Trust
Our File No. 8377

Dear Attorney General MacMaster:

We understand that Sonny Jones may be meeting with you this Wednesday, March 12th, to discuss matters related to the Estate/ Trust of James Brown. We respectfully request an opportunity to also meet with you that day (Bob by telephone from Florence) to discuss an immediate opportunity that we may lose if we cannot resolve the position you are taking with respect to our service as Personal Representatives and Trustees (PR/Trustees).

We have an opportunity for what it is hoped will be a 75th Birthday Musical Television Salute to Mr. Brown which could both provide critical funding to help the Estate/Trust survive until the Christie's sale, and help provide some of the funds necessary to vigorously defend the Elective Share, Will and Trust contests. (Mr. Brown's birthday is in early May.)

Unfortunately, after our attorney has done his best, the producers will not accept a contract without our providing both assurances that we have the full authority to enter into a license agreement with respect to the name, likeness, etc., but that we will indemnify them against any challenges to the project based on our lack of authority.

As you know, the former PR/Trustees, as the Court has found, left the Estate and Trust in such bad condition that at this point we cannot with any confidence assert whether the image and persona are owned by the Estate, by the Trust, by a Brown Entity owned by either the Estate or Trust, or in combination.

[There are no funds in the Charitable Trust at this time. Only about \$800 has ever been placed in the Charitable Trust (used to apply for Charitable Recognition). And the current challenges make further funding impermissible at this time. Under both the Will and the 2000 Irrevocable Trust, however, the majority of the value of Mr. Brown's assets are expected to go

Ltr. to Attorney General McMaster
March 10, 2008
Page 2

into the James Brown "I Feel Good" (Charitable) Trust upon conclusion of a successful defense of challenges to the Will and Trust.]

We could, however, easily make a representation, in our capacities as Trustees, Prs and Officers of James Brown Enterprises, Inc. that, among the three, we hold all such rights. Your challenge to our service as Trustees has made us uncomfortable in going forward with such a representation and this wonderful opportunity to enhance the name and image in a positive way. Based on our own review and advice of counsel, the present contract's \$150,000.00 nonrecoupable advance and contract terms are fair. And they do not impair our rights to a later stage play or movie because of the limited scope of the project.

After much study, we have concluded that it is in the best interest of the Estate/Trust for the 3 - 5 year term not to consider any sale of the royalties. This is based, in part, on our need to resolve (favorably we hope) \$35 - \$45 Million of claims now pending against the Estate. It is also based on the performance of the Royalty-backed note and many other factors, including our lack of resources to conduct a full review of what we have in masters, etc. Thus projects such as the one we have before us provide a great opportunity to generate revenues and enhance the use of Mr. Brown's catalogue - bringing down the royalty note debt.

We would also like to talk to you about our belief that the Estate/Trust can only be properly protected and defended by the same persons. Since all assets, under the Will and Trust, end up in the same place, we believe we need to focus now on marshaling, protecting and management of the assets. Most importantly, we need to defend against:

1. \$35 - \$45 Million of claims, including about \$15 Million of Messrs. Cannon, Dallas and Bradley;
2. The claim of Tommie Rae Hynie Brown to be the spouse;
3. The attempt of 5 of the 6 acknowledged children of Mr. Brown, and all except 2 grandchildren, to set aside both the Will and Trust;
4. The attempt by the remaining child and 2 grandchildren to return Buddy Dallas, David Cannon and Al Bradley as Trustees and move the Trust to Georgia.
5. The Pullman Group New York Claim (in addition to the \$31 Million filed claim.)

We certainly expect Mr. Dallas and Mr. Bradley to continue to challenge our authority through appeals. In our opinion they no longer present a credible threat to the Estate/Trust's ability to function at its best. The challenge of the Attorney General of South Carolina does continue to impair that ability.

Estate of James Brown
212 Newberry Street NW
Aiken, South Carolina 29801

Robert L. Buchanan, Jr., Personal Representative

Adele J. Pope, Personal Representative

June 13, 2008

The Honorable Henry Dargan McMaster
Attorney General
State of South Carolina
P.O. Box 11549
Columbia, SC 29211-1549
FAX: 734-3677

BY FAX AND MAIL

Re: Estate Plan of James Brown

Dear Attorney General McMaster:

Thank you for your recent meeting. We deeply regret that the Attorney General, as the principal legal officer of the State of South Carolina, has not elected to join us in the pursuit of our primary, and critical, goals for the Estate Plan of James Brown. Those are:

1. **Defend the Estate Plan of James Brown against challenges;**
2. **Defend against the Elective Share Claim;**
3. **Prevent the Return of former PR/Trustees Cannon, Dallas and Bradley; and**
4. **Avoid a fire sale of Mr. Brown's valuable royalties, image and persona, the primary purpose of which is to put about \$35 Million in the hands of Cannon, Dallas, Bradley, Greenberg Traurig [All Defendants] and Frank Copsidas, and which will expose the Estate to millions of dollars of unnecessary claims.**

If we are successful in the above efforts, current available information indicates that, **within 3- 5 years, Mr. Brown, through his Estate Plan, will have provided:**

1. **Mr. Brown's personal and household effects (PHE) to certain children.** (Property or its value, less \$500,000 (+/-) Estate Taxes);
2. **Non-charitable Brown Family Education Trust, \$2 Million (+/-) to educate certain of Mr. Brown's grandchildren.**

EXHIBIT 31

Estate of James Brown
212 Newberry Street NW
Aiken, South Carolina 29801

Robert L. Buchanan, Jr., Personal Representative

Adele J. Pope, Personal Representative

June 27, 2008

The Honorable Henry Dargan McMaster
Attorney General for the State of South Carolina
State of South Carolina
P.O. Box 11549
Columbia, SC 29211-1549

BY FAX ONLY
Fax # 803-734-3677

Re: The Estate Plan of James Brown

Dear Attorney General McMaster:

All except the first two paragraphs of this letter were completed yesterday before Mr. Jones elected to file his unfortunate Petition.

We request an opportunity to review all of your office's third-party correspondence, documents and communications, as well as time summaries of Mr. Jones, Ms. Jowers and Ms. Matthews from September 1, 2007.

We appreciate your June 16, 2008 response to our concerns related to the Estate Plan of James Brown. We look forward to working with your office in the defense of Mr. Brown's Estate Plan.

**ATTORNEY GENERAL'S EXPRESSED NEUTRALITY WITH RESPECT TO DAVID
CANNON AND ALBERT DALLAS**

We are concerned about two assertions made in your June 16th letter. Because we believe that future protection of Mr. Brown's Estate Plan is dependent on an understanding of the secret and improper actions of the former PR/Trustees, we are concerned that the Attorney General asserts that he does not oppose Messrs. Cannon and Dallas. It is our firm position that the defense of Mr. Brown's Estate Plan requires that the Attorney General, if involved, be opposed to Mr. Cannon and Mr. Dallas.

Mr. Cannon and Mr. Dallas are using every means possible to:

1. Conduct a Fire Sale of Mr. Brown's assets for their own benefit;

Letter to the Honorable Henry Dargan McMaster

June 27, 2008

Page 2

2. Interfere with the administration of Mr. Brown's Estate and Trust so that will happen;
3. Avoid returning the \$13 Million they received between 1999 and 2007; and
4. Receive more than \$16.5 Million from Mr. Brown's assets.

The Cannon/Dallas plan is to get rid of us and immediately conduct the \$100 Million Fire Sale. This will damage the Estate Plan of James Brown **at least** as follows:

1. Prevent return of the \$13 Million
2. Pay to them **at least**:
 - a. Cannon \$ 6 Million
 - b. Dallas \$ 5.5 Million
 - c. Bradley \$ 5 Million
 - d. J. Katz \$ 5 Million
 - e. F. Copsidas \$15 Million
 - f. T. Byron \$ 5 Million (promised by Dallas in November 2007)
 - g. Forlando (William) Brown - as yet undisclosed

AND expose the Estate/Trust to a \$12.5 Million claim of Pullman under Paragraph 7 of the old engagement letter. (Subject of New York litigation.)

Mr. Cannon, Mr. Dallas and Mr. Bradley incurred more than \$900,000 in legal fees last year trying to accomplish this. Mr. Brown's Estate is now saddled with the defense of those claims. Mr. Cannon, Mr. Dallas and their business partner Forlando (William) Brown and his attorney David Bell, are currently represented by Wayne Byrd, Audra Byrd, at least 2 Powell Goldstein lawyers, William Toal, and others. To face this onslaught and defend the Estate Plan, we have about \$3,000 in the bank. [See First Accounting.]

In light of Mr. Cannon's behavior and Mr. Dallas' repeated false representations to the parties, to the Court, and under oath, we believe that the Attorney General should not treat either as some neutral party or source of reliable information. And their Affidavits should certainly not be used to skewer others.

You assert that the Attorney General's office cannot become involved in Forlando (William) Brown's attempts to have Dallas and Cannon reinstated as Trustees and enjoin the Trust from taking any action. You assert "we do not seek out lawsuits in which to get involved."

Excerpts, Ltr. Buchanan and Pope to Attorney General McMaster dtd. July 25, 2008

Estate of James Brown
212 Newberry Street NW
Aiken, South Carolina 29801

Robert L. Buchanan, Jr., Personal Representative

Adele J. Pope, Personal Representative

EXHIBIT 32

July 25, 2008

The Honorable Henry Dargan McMaster
Attorney General for the State of South Carolina
State of South Carolina
C. Havird Jones, Jr., Esquire
Senior Assistant Attorney General
P.O. Box 11549
Columbia, SC 29211-1549

BY FAX OR MAIL

Fax # 803-734-3677

Re: Estate/Trust of James Brown

Dear Attorney General McMaster and Mr. Jones:

Based on the Order of Judge Cureton dated July 14, 2008, we would hope that we can return to our discussions which were derailed by various interpretations of the May 28 Order.

In an effort to work with the Attorney General toward a succession plan that will be controlled in a manner acceptable to the Attorney General, and allow us to focus all energy on defense of the Estate Plan; being certain that Dallas, Cannon and Bradley do not return; and vigorous defense of the \$46 Million in claims, we have made contact with each of the persons suggested by the Attorney General. Here is a brief report:

1. Steve Johnson and Xavier Starkes visited the Trust property on Tuesday, July 22.
2. David Sojourner has been on vacation, and we hope to talk to him within the next week or so.
3. We have attempted to contact Russell Bouknight about visiting the Trust property, but have not heard back from him.
4. We have attempted to contact Tracey C. Green. His paralegal called back to advise that he was too busy to go to the house and too busy to schedule a telephone conference to talk with us. We requested that he call back to schedule a time when he could talk. This was about 10 days ago, and he has not called.

NEXSEN|PRUET

EXHIBIT 33

William W. Wilkins
Member
Admitted in SC

August 31, 2010

VIA HAND DELIVERY

Mr. Daniel E. Shearouse
The South Carolina Supreme Court
PO Box 11330
Columbia, SC 29211

RECEIVED

AUG 31 2010

S.C. SUPREME COURT

*Re: Case 1- In Re: Estate of Brown, James (Dallas)
Case 2- Chimento v. Town of Mount Pleasant*

Dear Mr. Shearouse:

Charleston
Charlotte
Columbia
Greensboro
Greenville
Hilton Head
Myrtle Beach
Raleigh

On August 26, I requested that one of the above captioned appeals be set for the first part of October and the other set for October 19 or 20. In order to accommodate the schedules of the other attorneys who will be assisting me, I now request that the James Brown appeal be set on October 5, 6, or 7, and the Chimento case be set for October 19 or 20.

Additionally, I am writing to confirm that the Supreme Court is in receipt of Russell Bauknight's Rule 208(b)(7), SCACR, Supplemental Brief Citation Letter that was filed with the South Carolina Court of Appeals on May 5, 2010 (attached). Attached with that letter was the May 26, 2009 order approving the global settlement agreement among all of the beneficiaries and interested parties in what was commonly referred to as the James Brown Trust and Estate litigation.

In the settlement agreement, the settling parties agreed that Russell Bauknight would thereafter serve as the court appointed Trustee of the James Brown 2000 Irrevocable Trust Agreement and Personal Representative of the James Brown Estate. Although the Appellants in this matter, Dallas and Bradley, filed a motion to reconsider, they did not appeal the May 26, 2009 order and settlement

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Suite 400 (29601)
PO Drawer 10648
Greenville, SC 29603-0648
www.nexsenpruet.com

T 864.282.1199
F 864.477.2699
E BWilkins@nexsenpruet.com
Nexsen Pruet, LLC
Attorneys and Counselors at Law

NPCOL1:2084378.1-LT-(DWILKINS) 044146-00022

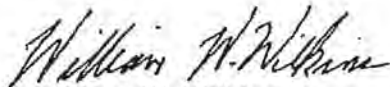
Mr. Daniel E. Shearouse
August 31, 2010
Page 2

agreement to the Court of Appeals. Consequently, the present appeal appears to be moot as Dallas and Bradley are bound by the May 26, 2009 order.

In terms of procedure for the upcoming hearing, Respondent intends to begin oral argument by requesting that that this appeal be dismissed on the basis of mootness.

Thank you.

Sincerely,


William W. Wilkins

WWW:ddw

Cc: South Carolina Attorney General
Wayne Byrd, Counsel to Appellants Bradley and Dallas
Russell Bauknight, Trustee of the James Brown 2000 Irrevocable Trust
Agreement

EXHIBIT 34

Estate/Trust of James Brown
212 Newberry Street NW
Aiken, South Carolina 29801

Robert L. Buchanan, Jr., Personal Representative

Adele J. Pope, Personal Representative

September 2, 2008

The Honorable Henry Dargan McMaster
Attorney General for the State of South Carolina
C. Havird Jones, Jr., Esquire
Senior Assistant Attorney General
P.O. Box 11549
Columbia, SC 29211-1549

Louis Levenson, Esquire
Levenson & Associates
125 Broad Street, SW
Atlanta, Georgia 30303

Robert N. Rosen, Esquire
Post Office Box 1510
Charleston, South Carolina 29402

Re: Estate of James Brown

Gentlemen:

We are writing you as representatives of those Alan Medlin described to us as speaking as one in connection with working toward a settlement related to the James Brown Estate Plan.

This will confirm our conversation with Alan last Friday, August 29, and raise other matters.

First, we know nothing of any confidential in-camera discussions related to Mr. Brown's Estate Plan, and have specifically instructed Mr. Bailey not to discuss them either with us or with our counsel in other matters.

Facing a Federal Court hearing on November 18 on the serious (and we believe frivolous) attempts by Forlando (William) Brown to shut down Mr. Brown's Trust and return Cannon, Dallas and Bradley as fiduciaries, as well as challenges by most remaining family members to the Estate Plan, we feel that any proposed settlement which we are asked to consider should be open for debate by us, by educators, and by others.

We have encouraged, and will continue to support, the efforts of Mr. Brown's Family and the Attorney General to reach resolution, provided that any proposed settlement:

- I. Honors the desires of Mr. Brown as set forth in his Estate Plan;

2. Provides for a smooth and appropriate transition which protects Mr. Brown's Estate Plan, but acknowledges the conflict-of-interest policy which was required and adopted in connection with the application for Charitable Recognition of the "I Feel Good" Trust; sensitive estate, gift and income tax issues at stake; issues related to Mr. Brown's recapture and other rights related to his royalties under Federal and contract law; the proper administration of the ongoing litigation; and the rights and obligations of the Estate, Trust and Brown Entities with respect to federal and state taxing authorities and other creditors

In that spirit, we offered to allow the Estate Tax Returns, due September 25, to be prepared (for our review and signing) by the preparer selected by the Settling Parties. This person presumably would be the accountant you select for work for the Estate/Trust and Brown Entities when there is a change of leadership if the settlement is finalized, presented to us and others, and approved by all appropriate Courts. Alan has advised us that you have not yet selected an accountant.

On Friday we advised Alan, and asked that all be advised, that Bill Sellars' firm appreciates the confidence shown in him, but would not remain after we complete our service with the Estate and Trust. He will complete the Estate Tax Return and other matters pending final settlement as described above.

While there are many issues that would have to be addressed in any transition, there are several matters which we urge all parties who are considering a settlement to address at your earliest convenience. We discuss each below:

1. Appointment of a Representative of the "Settling Parties" to work with us on enhancement of the royalties, image and persona pending final settlement and transition. Our legal authority to enhance the royalties, image and persona was seriously challenged by the AG and former PR/Trustees from our appointment in November, 2007, until July 14, 2008. It has now been clarified by Judge Cureton's July 14 Order. But the Christie's sale is an example of the damage that can still be inflicted when Interested Persons and their agents are working against – rather than to benefit – Mr. Brown's Legacy. The effort to enhance Mr. Brown's legacy should be ongoing. The Settling Parties should support that effort now, through the settlement process, the approval process and into the new regime contemplated by any approved settlement. There is no reason for any Interested Person to interfere with the enhancement of the James Brown Legacy. The appointment of a "Royalty Representative" by the Settling Parties – the AG and most of the family – to work with enhancement of this valuable asset until a final settlement can be reached and approved would be of great value to Mr. Brown's Estate Plan. We urge you to do so immediately.

Letter to Attorney General and Other Counsel

September 2, 2008

Page 3

2. Selection by Settling Parties of Accountant/Tax Advisor. As we have discussed with counsel for all family members, Messrs. Dallas, Cannon and Bradley caused tremendous tax problems for Mr. Brown's Estate and Trust. How much we, or any future regime, can do to alleviate the problems remains to be seen. It is absolutely essential that there be clear communication and transition so that our efforts to deal with these critical problems will not be in vain. The first step is for the Settling Parties to designate a "Tax Representative" to speak for the Settling Parties who will understand and be ready to deal with these issues. Please do this.

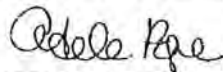
3. Selection by Settling Parties of Liaison to Work with Estate in Defense of Claims. It would be extremely helpful to us for Settling Parties to appoint a "Litigation Representative" with authority to speak for all of the Settling Parties in connection with the approximately 20 lawsuits by creditors which the Estate is facing. These suits, in total, claim more than \$45 Million of the assets of the Estate/Trust. While it is our responsibility to handle them, we invite and encourage the Settling Parties to assign someone who can represent this important mass of Estate/Trust beneficiaries.

As we advised Alan, we are copying this letter to David Bell. At this point, it is our position that all family members are legally adverse to Mr. Brown's Estate Plan – the Levenson and Rosen clients by challenges to the Will and Trust, and David Bell's clients by attempting to return Cannon, Dallas and Bradley, and purchase assets for their personal gain. Nevertheless, we hope you will all work with the Attorney General toward a settlement that will honor, protect and preserve Mr. Brown's Estate Plan as he intended.

Sincerely,



Robert L. Buchanan, Jr.



Adele J. Pope

AJP:kfr

cc: David B. Bell, Esquire

Excerpts, Ltr. Of Buchanan and Pope to AG McMaster, Levenson, Medlin and Bell
Dtd. October 20, 2008

EXHIBIT 35

Estate of James Brown
212 Newberry Street NW
Aiken, South Carolina 29801

Robert L. Buchanan, Jr., Personal Representative

Adele J. Pope, Personal Representative

October 20, 2008

The Honorable Henry Dargan McMaster
Attorney General for the State of South Carolina
State of South Carolina
P.O. Box 11549
Columbia, SC 29211-1549

Louis Levenson, Esquire
Levenson & Associates
125 Broad Street, SW
Atlanta, Georgia 30303

S. Alan Medlin, Esquire
1713 Phelps Street
Columbia, South Carolina 29205

David B. Bell, Esquire
Bell & Bell Associates
Post Office Box 1011
Augusta, Georgia 30903-1011

Re: James Brown - Royalty/Image/ Persona Issues

Gentlemen:

We are writing again to urge that the "Settling Parties" designate a Royalty/Image/Persona agent to join David, as representative of Forlando, Terry and Romunzo Brown, and us, in working together to study, explore and take advantage of opportunities to enhance Mr. Brown's royalties, image and persona.

As you know, challenges to the Will and James Brown 2000 Trust, as well as to our authority to act as both PRs and Trustees, until July 14, 2008, were a substantial impediment to our ability to enhance the royalties, image and persona of Mr. Brown. The July 14th Court of Appeals Order clarified the problem to a great extent. But it was followed almost immediately by the August 10, 2008 mediation and "stand down" request of Robert Rosen, followed by similar requests of Louis' clients. All of this makes enhancement of Mr. Brown's royalties, image and persona more challenging.

Excerpts, Ltr. Of Buchanan and Pope to AG McMaster, Levenson, Medlin and Bell
Dtd. October 20, 2008

Letter to Attorney General and Other Counsel
October 20, 2008
Page 2

Even with hard work of the parties and counsel, we believe that it will take at least 1 - 3 years to resolve the many challenges facing Mr. Brown's Estate Plan. During that time, without regard to the ultimate outcome of the pending litigation, we strongly urge that we work together to explore matters critical to the enhancement of Mr. Brown's royalties, image and persona.

If we could get together regularly with you solely for purposes of the royalty/image/persona issues, here are a few of the things we believe we could accomplish within the next year or so:

1. Financial Analysis - through engagement of a mutually-agreeable consultant - of long-range options, to include:

- A. Whether sale of some or all of the assets is in the best interest of the Estate/Trust.
- B. With industry-related help, development of a medium to long-range plan for management and enhancement of assets not to be sold;
- C. Structure of tax and financial issues related to various decisions under above scenarios.

2. Study and decisions, with assistance of experts and counsel, related to copyright termination rights which will impact the Estate/Trust over the next 5 - 10 years.

3. Current enhancement of royalties, image and persona which will not disproportionately devalue remaining asset sale and/or exploitation plan. (Movie, Musical, etc.)

We urge you to obtain the authority to begin working with us now to address these important issues. Here are just a few immediate issues we are facing currently, and for which we would like your positive input:

1. Requests of Band. Mr. Brown's band has been requesting for some time to do something "positive" about their experience with Mr. Brown. We would like to work with them, but believe any project must be carefully narrowed not to interfere with future projects of the Estate/Trust. Positive input of the representative of the AG and family members would be very helpful in assessing this.

2. Various documentary requests. We have a documentary request related to a concert in Africa and another related to a high school in the South which developed a first-class band. The inclusion of Mr. Brown's material is small, and the payments offered are also small. The subject matters are, however, of interest — particularly the story of the school in the South, which is consistent with the educational goals of the Trust. Input of the family's representatives for this would be helpful.

EXHIBIT 36

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)
)

IN THE PROBATE COURT

Case No.: 07-ES-02-0056

HENRY DARGAN MCMASTER, in his)
capacity as Attorney General of the State)
of South Carolina; DARYL J. BROWN,)
on behalf of his minor children, LINDSEY)
DELORES BROWN and JANISE)
VANISHA BROWN; DEANNA J.)
BROWN THOMAS, on behalf of her minor)
children, JASON BROWN LEWIS;)
YAMMA N. BROWN, on behalf of her)
minor children, SYDNEY LUMAR,)
CARRINGTON LUMAR, and TONYA)
BROWN; VANISHA BROWN; and)
LARRY BROWN; TOMMIE RAE)
HYNIE BROWN; JAMES JOSEPH)
BROWN, II, through his Guardian Ad)
Litem)

Petitioners,)

- vs-)

ALBERT H. DALLAS, ALFRED A.)
BRADLEY, and DAVID G. CANNON,)
individually and as (purported) Trustees)
of the James Brown 2000 Irrevocable Trust;)
ADELE J. POPE and ROBERT L.)
BUCHANAN, JR., individually and as)
(purported) Personal Representatives of the)
Estate of James Brown and Trustees of the)
James Brown 2000 Irrevocable Trust;)
TERRY BROWN; ROMUNZO BROWN;)
FORLANDO BROWN; CINNAMON)
N.M. PARIS; LARHONDA PETITT; and)
JEANNETTE MITCHELL)

Respondents.)

In Re:)
The Estate of James Brown and The James)

AMENDED PETITION FOR
REMOVAL AND RESTRAINT
OF TRUSTEES ALBERT H.
DALLAS, ALFRED A. BRADLEY,
and DAVID G. CANNON and
REMOVAL AND RESTRAINT OF
PERSONAL REPRESENTATIVES
and TRUSTEES ADELE J. POPE
and ROBERT L. BUCHANAN, JR.

Filed: 11-7-2008
Sue H. Roe
Judge of Probate
By: *[Signature]*

accounts owned by the James Brown 2000 Irrevocable Trust. This occurred while Dallas and Bradley were serving with him as Co-Personal Representatives and Co-Trustees and shared fiduciary responsibility for his acts.

10. As a result of the above actions, Cannon has refused to answer questions under oath concerning his role in the misappropriation of money by invoking his 5th Amendment right against self-incrimination under the U.S. Constitution.

11. Cannon has appealed his resignation as Trustee and such appeal is currently pending before the South Carolina Court of Appeals.

12. On January 2, 2008, Forlando Brown ("Forlando") commenced an action against Pope and Buchanan in federal court in the District of South Carolina ("federal litigation").

13. On August 10, 2008, the Petitioners entered into a private and binding settlement agreement ("settlement agreement") that, inter alia, calls for the replacement of Pope and Buchanan with (a) permanent professional personal representative(s) and trustee(s).

14. Upon information and belief, despite the Petitioners disclosing the contents of the settlement agreement to the attorney for Pope and Buchanan, among others, Pope and Buchanan initially refused to allow their attorney to relate that information to them. During the time when Pope and Buchanan were refusing to learn the contents of the settlement agreement, they continued needless litigation amongst the settling parties and continued the harm to the Estate and Trust that such litigation creates.

15. Pope and Buchanan filed a federal estate tax return on or before September 25, 2008, in which they took positions that are contrary to the terms of the settlement agreement and that jeopardize the best interests of the charitable trust created under the Irrevocable Trust. In fact, Pope and Buchanan essentially relied on the Inventory and Appraisal filed by Cannon, Dallas, and Bradley that is not based on fact and that Pope and Buchanan have derided as failing to satisfy their duty to file an appropriate Inventory and Appraisal. In so doing, Pope and Buchanan failed to perform any due diligence to determine the actual value. (Petitioners reference the Estate Tax Return which is subject to this Court's Confidentiality Order signed November 3, 2008).

16. Pope and Buchanan have filed pleadings that are contrary to the terms of the settlement agreement and that jeopardize the best interests of the charitable trust. Pope and Buchanan have improperly accused the Attorney General's office of criminal conduct in this case. (See Attachment I, Supplemental Return and Opposition of PR/Trustees to Motion of Attorney General of South Carolina to Alter, Amend or Reconsider, pp.3-4, paragraphs 10-14). Pope and Buchanan have attempted to interfere with the settlement agreement even going so far as to surreptitiously ask one of the settling parties to get a "Special Assistant Attorney General" appointed to represent the "non-settling charitable beneficiaries", which Petitioners assert do not exist. They do not know what "the exact procedure would be" but they nonetheless want it done. (See Attachment 2, October 28, 2008

letter from Jim Bailey to Louis Levenson).

17. Despite several requests from Petitioners, Pope and Buchanan resisted and delayed disclosing to Petitioners the contents of the federal estate tax return, citing the need to protect themselves from a confidentiality order apparently issued in the federal litigation. Moreover, the involvement of Pope and Buchanan in the federal litigation stymies the ability of the beneficiaries of the Estate and Trust, including but not limited to the Attorney General of South Carolina on behalf of the charitable trust, to obtain essential information about the Estate and Trust without potentially subjecting themselves to the federal litigation. Pope and Buchanan "invite" the Attorney General to join their federal lawsuit. (See **Attachment 3**, Motion to Intervene and Dismiss filed October 27, 2008, pp.2-3, footnote 2). However, consent to jurisdiction in federal court would require waiver of South Carolina's Eleventh Amendment immunity under the U.S. Constitution.

18. Upon information and belief, Pope and Buchanan are expending considerable time and resources asserting a defense in the federal litigation. Upon information and belief, their time commitments in the federal litigation have negatively impacted their ability to conduct the essential administrative business of the Estate and Trust, such as perform the due diligence necessary to correct the insufficient Inventory and Appraisement filed by Dallas and Bradley in November 2007, and to file an accurate federal estate tax return.

19. Upon information and belief, a hearing is scheduled for November 18, 2008, in the federal litigation, in which Forlando seeks to stay any actions on behalf of the Trust by Pope and Buchanan.

20. If Dallas and Bradley are successful in their Court of Appeals action, and/or if Forlando is successful at the November 18, 2008, hearing in the federal litigation, confusion and chaos could result as to the proper fiduciaries to conduct the business of the Trust. It is possible that any and all actions taken on behalf of the Trust by Pope and Buchanan since November 20, 2007, may be determined to be invalid. Moreover, if the resignations of Dallas and Bradley are voided by the Court of Appeals, Dallas and Bradley, upon information and belief, would immediately take action that could irreparably harm the Charitable Trust.

21. Even if Dallas and Bradley are not successful in their Court of Appeals action and even if Forlando is not successful at the November 18, 2008, hearing in the federal litigation, the continued involvement of Pope and Buchanan in the federal litigation negatively impacts their ability to efficiently administer the Estate and Trust and stymies the ability of the beneficiaries thereof to obtain essential information about the Estate and Trust.

22. Petitioners have entered into a settlement agreement that protects the Estate and legacy of James Brown. Despite the passage of almost two years since Mr. Brown's death, and almost one year since the appointment of Pope and Buchanan, little if any business of protecting the Estate and legacy of James Brown has been done. For example, no satisfactory Inventory and Appraisement has been filed nor was the federal estate tax return based on reliable information.

23. If the litigation involving the Trust and the Estate is not resolved by settlement (which Petitioners believe it has but which through their actions Pope and Buchanan are resisting), then a critical issue will be the determination of which assets owned by Mr. Brown during his lifetime are owned by the Trust and which are owned by the Estate. (See Attachment 4, June 26, 2008 Handwritten letter from Adele Pope to Sonny Jones). As Personal Representatives and Trustees, Pope and Buchanan have a direct, irreconcilable, and impermissible conflict of interest because they do not accept the settlement; by taking the position of not recognizing the settlement, they continue to suffer from this conflict of interest.

24. Petitioners believe that the immediate removal and replacement of Pope and Buchanan as Personal Representatives and Trustees with a professional permanent Personal Representative and Trustee is in the best interests of the Estate and Trust and is necessary to avoid irreparable harm to the Estate and Trust, including but not limited to the charitable trust created under the Irrevocable Trust. Moreover, removal and replacement of Pope and Buchanan is required to redress their breaches of fiduciary duty, including but not limited to their failure to file an appropriate Inventory and Appraisal, an accurate federal estate tax return, and to engage the necessary expertise (which they do not have) to administer the Estate and Trust with long-term benefits in mind.

25. A professional permanent Personal Representative and Trustee, not Pope and Buchanan, should participate in advising about the settlement documents executed to comport with the settlement agreement because the professional permanent Personal Representative and Trustee, not Pope and Buchanan, will be affected in the long term by the settlement documents.

FOR A FIRST CAUSE OF ACTION

Restraint of Pope and Buchanan as Personal Representatives and Trustees

26. To protect the interests of the Estate and Trust and to avoid immediate irreparable harm thereto, Pope and Buchanan should be immediately restrained from taking any action as Personal Representatives and/or Trustees.

27. Petitioners believe that, pursuant to the Court's authority, including but not limited to, §62-7-1001(b) of the South Carolina Probate Code and the South Carolina Trust Code, Pope and Buchanan should be restrained from taking any action as Personal Representatives and Trustees including, but not limited to, moving the principal place of administration of the Trust and entering into any contracts for the sale or other disposition of Trust and/or Estate assets.

28. Petitioners believe that, pursuant to the Court's authority under § 62-3-607 and § 62-3-611 of the South Carolina Probate Code, Pope and Buchanan should be restrained from taking any action as Personal Representatives including, but not limited to, entering into any contracts for the sale of Estate assets.

Excerpts, Amended Petition for Removal and Restraint, Dated 11/7/08, with Selected Attachments

Attachment I

Excerpts, Amended Petition for Removal and Restraint, Dated 11/7/08, with Selected Attachments

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

DARYL J. BROWN, individually and on behalf of
 his minor children, LINDSEY DELORES
 BROWN and JANISE VANISHA BROWN,
 VANISHA BROWN, LARRY BROWN,
 DEANNA J. BROWN THOMAS, individually and
 on behalf of her minor child JASON BROWN
 LI. WIS, YAMMA N. BROWN, individually and on
 behalf of her minor children SYDNEY LUMAR
 and CARRINGTON LUMAR and TONYA
 BROWN; TERRY BROWN, ROMUNZO
 BROWN and FORLANDO BROWN.

TOMMIE RAE HYNIE BROWN,

and

ROBERT L. BUCHANAN, JR. and ADELE J.
 POPE as Personal Representatives and Trustees

Plaintiffs,

v.

DAVID G. CANNON, ALBERT H. DALLAS,
 ALFRED A. BRADLEY, as former Personal
 Representatives and former Trustees; and other
 Interested Persons: HENRY DARGAN
 McMASTER in his capacity as Attorney General
 of the State of South Carolina;
 MANUFACTURERS & TRADERS BANK;
 JAMES JOSEPH BROWN II, CINNAMON N.M.
 PARIS, LARHONDA PETITT and JEANETTE
 MITCHELL, as potential heirs of James Brown,

Defendants

IN RE

ESTATE OF JAMES BROWN AND THE ESTATE OF
 JAMES BROWN 2000 IRREVOCABLE TRUST

IN THE COURT OF COMMON PLEAS
 SECOND JUDICIAL CIRCUIT
 (to Remove from Probate Court)

CIVIL ACTION NO. 2007 CP-02-0127

SUPPLEMENTAL
 RETURN AND OPPOSITION
 OF PR/TRUSTEES
 TO MOTION OF ATTORNEY
 GENERAL OF SOUTH CAROLINA
 TO ALTER, AMEND OR
 RECONSIDER DATED APRIL 24, 2008

Excerpts, Amended Petition for Removal and Restraint, Dated 11/7/08, with Selected Attachments

validity of Mr. Brown's Will and Trust, seeking an intestacy, thereby disqualifying herself as a member of the Trust's Advisory Board.]

7. Neither William Hammond nor anyone else was properly designated, or accepted appointment, as a successor Trustee of the James Brown 2000 Trust.

8. The Sr. Assistant Attorney General (AG) informed the Court on March 7, 2008 that he learned of the purported appointment of William Hammond as a Trustee of the James Brown 2000 Trust the night of March 6th. The AG was notified of the purported appointment of Hammond in September, 2007. The AG and Hammond corresponded again about Hammond's purported Trustee appointment in late 2007. During the period, and later, Hammond gave Court testimony identifying himself as the former attorney - never as a Trustee. [See Exhibit E, attached.]

9. The positions taken by the office of the AG in this and earlier motions are not in the best interest of the James Brown 2000 Trust. Further, they threaten the IRS qualification of The James Brown "I Feel Good" Trust, an unfunded subtrust of the 2000 Trust, by rejecting the Application for Recognition, Conflict of Interest Policy, By Laws and other protective measures adopted by these Trustees since their proper appointment by this Court on November 20, 2007.

10. The close and continuing relationship of a Senior Assistant AG with former Trustees David G. Cannon, Albert Dallas, William Hammond, and Cannon and Dallas, co-venturer Terry Cox, along with agents for Tommie Rae Hynie Brown¹ have temporarily rendered the office of the Attorney General unable or unwilling to protect the Estate Plan of James Brown. [See Exhibit E]

Excerpts, Amended Petition for Removal and Restraint, Dated 11/7/08, with Selected Attachments

11. The actions of the Office of the AG are, on information and belief, assisting David G. Cannon in his refusal to return the remainder of the \$900,000.00 misappropriated from the Trust in 2006; Cannon, Dallas and Bradley in their attempts to claim \$16 Million from the Estate; and Cannon, Dallas and Bradley in refusals to return the \$13+ Million missing from Mr. Brown, the Trust and/or Brown Entities between 1999 and 2007.

12. The above actions of Cannon, Dallas, Bradley, their agents and the AG are damaging the potential funding of The James Brown "I Feel Good" Trust, and its intended beneficiaries, needy and deserving students.

13. The above actions, including the motion, on information and belief, are intended to, and do, chill third persons from dealing with the PR/Trustees pursuant to South Carolina Probate Code Section 62-7-1012 by the suggestion that the PR/Trustees are improperly exercising their authority.

14. As a result of the above-described actions, and because most heirs of Mr. Brown are seeking to set aside his Will and Trust, while others seek the return of Cannon, Dallas and Bradley as fiduciaries, the PR/Trustees are currently the sole persons under South Carolina Probate Code Section 62-7-405 (c) to maintain proceedings to enforce The James Brown "I Feel Good" Trust, the primary beneficiary of Mr. Brown's Estate Plan.

15. A Court with proper jurisdiction, namely the Court of Appeals, should confirm and ratify the appointment of these PR/Trustees on November 20, 2007 so as to validate the critical actions of these Trustees, including the Application for Recognition of Exemption of The James Brown "I Feel Good" Trust, filed December 5, 2007 [Exhibit A]; the adoption of By-Laws of the "I Feel Good" Trust [Exhibit B] and its Conflict of Interest Policy [Exhibit C]; and the adoption of Amendments to the Trust to remove IRS Qualification [Exhibit D]. None of these actions were

Excerpts, Amended Petition for Removal and Restraint, Dated 11/7/08, with Selected Attachments

Attachment 2

Excerpts, Amended Petition for Removal and Restraint, Dated 11/7/08, with Selected Attachments

10/23/2008 12:46 FAX 8037731673

Law Office Of Adele Pope + LOUIS LEVENSON 001/002



LAW OFFICE OF JAMES D. BAILEY, P.C.
ATTORNEY AT LAW

POST OFFICE BOX 2376
100 PARK AVENUE S.W.
AIKEN, SOUTH CAROLINA 29802

Telephone: 803-648-9529
Facsimile: 803-642-6041
jdbaileylaw@bellsouth.net

October 28, 2008

Louis Levenson, Esquire
Levenson & Associates
125 Broad Street, SW
Atlanta, Georgia 30303

Re: Daryl J. Brown and Others v. Adele J. Pope and Others
Aiken County Case Number: (Will/Trust/Heirs) 2008-CP-02-0872

Dear Louis:

Unless the Lukich issue is resolved by the appropriate South Carolina Court with respect to Ms. Hynie Brown, the PR/Trustees believe there will be substantial opposition to a settlement reached by some of the parties which includes her and designates her as an heir of Mr. Brown.

As the PR/Trustees understand the brief outline of your progress to date, some parties intend to propose a resolution which:

1. Takes approximately 50% of Mr. Brown's Estate/Trust from the 2000 Estate Plan and gives it to what they describe as Mr. Brown's "Heirs";
2. Will result, from this, in approximately \$20 Million in Estate Tax and interest to the Estate/Trust (if the PR/Trustees are successful in defending most of the claims);
3. Defines the "Heirs" of James Brown (and presumably their respective intestate shares) as follows: Hynie Brown, 1/2; Daryl Brown, 1/14; Deanna Thomas, 1/14; Larry Brown, 1/14; Yamma Brown, 1/14; Terry Brown, 1/14; Vanisha Brown, 1/14; James Brown II, 1/14;
4. Requests that, at some appropriate time, the current PRs and Trustees resign in favor of some as-yet-undesignated PR/Trustees;
5. To date, is not accompanied by a tax opinion that the "charitable" portion would not disqualify the Estate Tax Charitable deduction as claimed (possibly resulting in an additional \$20 Million of Estate Taxes and interest)

Messrs. Cannon, Dallas and Bradley are making substantial jurisdictional objections in the Appellate Court to all of Judge Early's rulings, based primarily on the failure of your clients and Ms. Hynie Brown to properly present matters to the proper courts. (Just today, we learned Messrs. Dallas and Bradley were successful in striking certain of your summonses as not properly presented to the lower Court.) While the PR/Trustees are concerned that Messrs. Cannon, Dallas

Excerpts, Amended Petition for Removal and Restraint, Dated 11/7/08, with Selected Attachments

10/28/2008 12:47 FAX 8037791673

Law Office Of Adele Pope + LOUIS LEVENSON 002/002

Ltr. to Mr. Levenson
October 28, 2008
Page 2

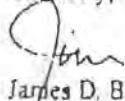
and Bradley waived these defects, the cost to the Estate/Trust to defend the failure of the parties to follow basic formalities such as the attaching of summonses and naming of parties in the caption, has been great. We do not want this to happen in the future.

Since we believe that the above-referenced case brought by your clients is the likely first forum for the presentation of any settlement which may be reached, in order to comply with Rule II, we ask you to:

1. Identify any grandchildren 18 or older; provide proofs of service of the Summons and Complaint or filed Acknowledgments; and identify their counsel;
2. Add Vorhees University, USC at Salkahatchie and Others named as primary beneficiaries and fiduciaries of the 1999 Will and Trust;
3. Add Messrs. Cannon, Dallas and Bradley (or stay approval of the settlement until their removal is resolved) to confirm that they may not serve under the 2000 Will and Trust, the 1999 Will and Trust or any other document;
4. Consider adding as parties any nominated PR and/or Trustees if the current PRs and/or Trustees resign.
5. Appoint a Guardian ad Litem for the incarcerated Deon Brown, whom Mr. Brown agreed to support (but denied he was the father).
6. Appoint one or more guardians ad litem for the Doe Defendants.
7. Name a guardian ad litem or other parent, or both, for minor parties.
8. Consider seeking the appointment of a Special Assistant Attorney General to represent the interest of the non-settling charitable beneficiaries. [We don't know what the exact procedure would be.]

Please let me hear your decision by November 8. Thank you.

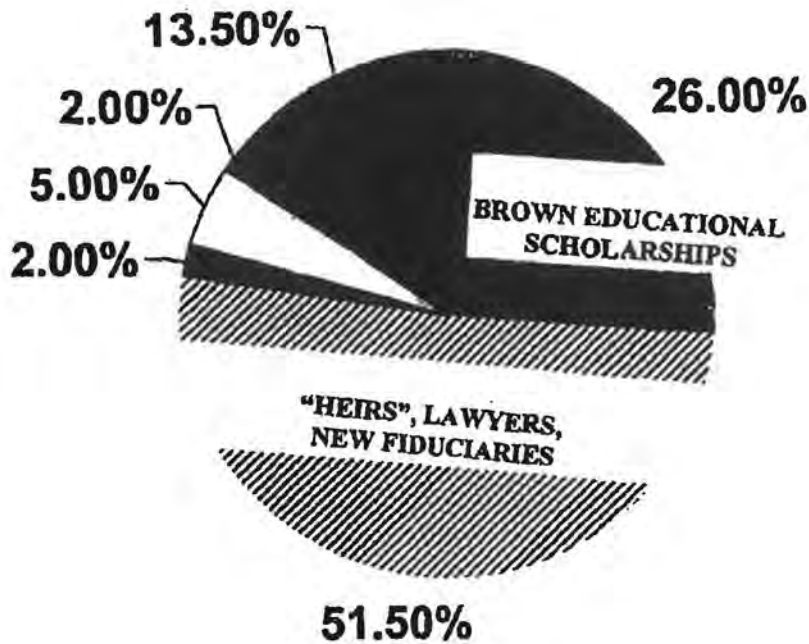
Sincerely,


James D. Bailey

cc: Robert L. Buchanan, Jr.
Adele J. Pope

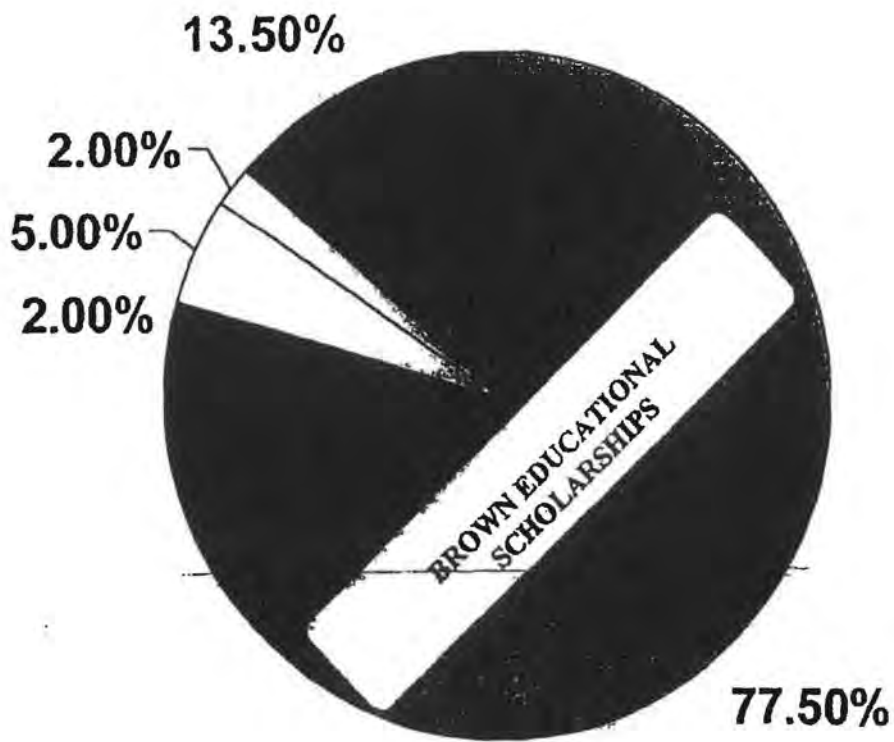
EXHIBIT 37

Chart 3
HOW THE PROPOSED "SETTLEMENT"
DESTROYS/IGNORES JAMES BROWN'S INTENTIONS
James Brown Estate/Trust Settlement Proposal
(Hynie Brown/AG/8 of 13+ potential Heirs)
(Over objection of PR/Trustees Buchanan and Pope)
(2/09)



- Educational Trust
- ∕∕ Settling Parties, their Attys., taxes, etc.
- G'children's Education Trust
- PR/Tr. Comm
- Legal Fees/Admin
- Debt to Teachers

Chart 1 - James Brown 2000 Will and Trust



■ Educational Trust ■ G'children □ PR/Tr. Comm
□ Legal Fees/Admin ■ Debt to Teachers

Chart 2 - James Brown 1999 Will and Trust

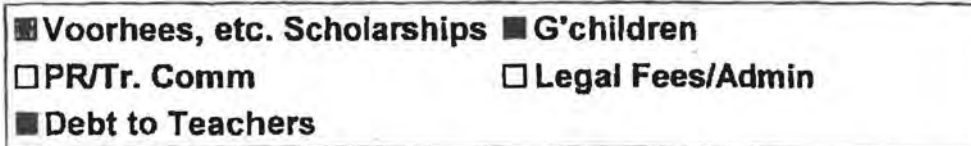
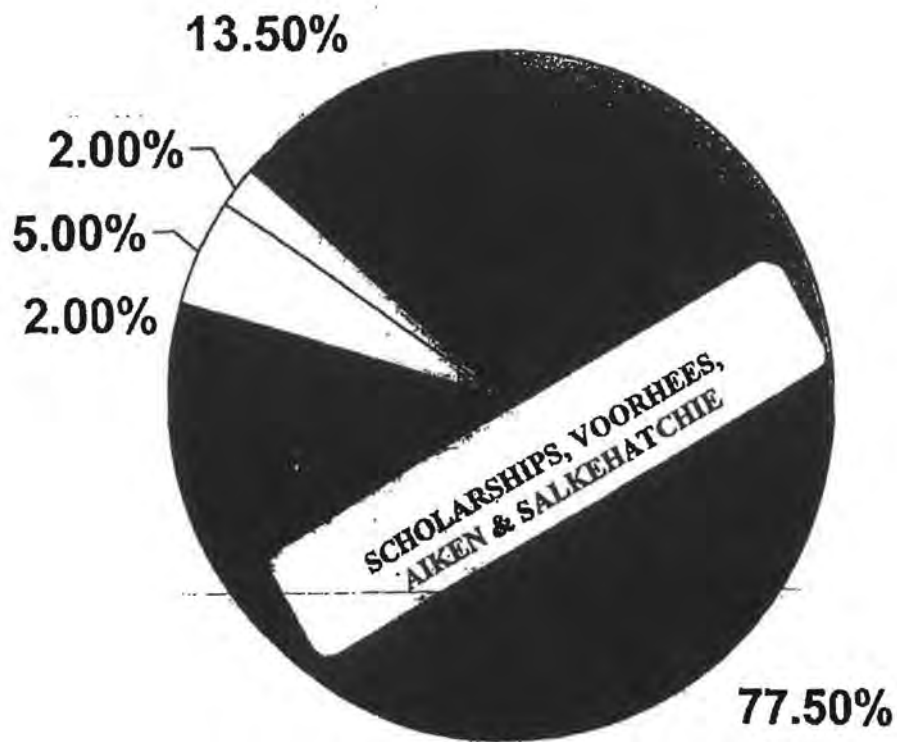


EXHIBIT 38

FIRST SEMI-ANNUAL REPORT TO DEVISEES, BENEFICIARIES AND ATTORNEY GENERAL

Robert L. Buchanan, Jr. and Adele J. Pope
PR/Trustees, Estate of James Brown, James Brown 2000 Irrevocable Trust
(November 20, 2007 - May 20, 2008)

The undersigned present the following summary report of their activities as PR/Trustees for the first six months of their service commencing on November 20, 2007.

BACKGROUND

The PR/Trustees were appointed to serve under the Will of James Brown dated August 1, 2000 and the James Brown 2000 Irrevocable Trust dated August 1, 2000. These documents constitute the Estate Plan of James Brown. Pursuant to the appointment Order they have all of the authority and responsibility under the documents other than the obligation to name a third PR/Trustee.

A. Prior Service as Special Administrators (SAs)

The PR/Trustees served as non-fiduciary SAs from March 7, 2007 until November 20, 2007. Their charge was to oversee the actions of David Cannon, Albert Dallas and Alfred Bradley, who served as PR/Trustees until their resignations. **The primary challenges during this period were:**

1. **Obtaining critical information about the Estate, Trust and Brown Entities.**
 2. **Preventing Cannon, Dallas and Bradley from selling Estate/Trust Assets and paying themselves between \$5 Million and \$17 Million; exposing the Trust/Estate to excessive claims; and exposing the James Brown "I Feel Good" Trust to disqualification. [See Exhibit 1 - Estimated costs of proposed sales by Cannon, Dallas and Bradley.]**
 3. **Discovery of \$900,000.00 misappropriation and other secret dealings of former PR/Trustees Cannon, Dallas, Bradley, with W. Hammond, P. Farr, Powell Goldstein and others.**
 4. **Failure of Dallas, Cannon and Bradley to Inventory or account for assets of Estate/Trust, or properly administer Estate/Trust.**
 5. **Spousal/Elective Share Claims.**
- B. **Primary Accomplishments of the Period from March 7, 2007 - November 20, 2007:**

With the help of many members of the " " " Mr. Brown, the following things were

accomplished between Mr. Brown's death and November 20, 2007:

1. **Central location of many Estate/Trust records.**
2. **Prevention of sale of Estate/Trust Assets** with no study or analysis, and for the primary benefit of Cannon, Dallas, Bradley, Copsidas, and Greenberg Traurig ("GT") under the "October 18/20 Letter".
3. **Immediate and Permanent resignations of Cannon, Dallas & Bradley.**
4. **Return of \$350,000 of the \$900,000 taken from the 2000 Trust in 2006.**

SERVICE OF PR/TRUSTEES FROM NOVEMBER 20, 2007 - MAY 20, 2008

A. Primary Challenges.

Since our appointment as PR/Trustees on November 20, 2007 the Estate Plan of James Brown has faced new and greater challenges. **The major new challenges to the Estate/Trust are:**

1. **Defending Contest of Will and 2000 Trust by 5 of Mr. Brown's 6 acknowledged children** and others, further threatening the James Brown "I Feel Good" Trust.
2. **Federal Lawsuit filed by Forlando Brown seeking return of Dallas, Cannon and Bradley as Trustees** of the 2000 Trust and to paralyze the ability of Trustees to act.
3. **Stabilizing Estate/Trust and preventing "fire sale" of major assets.**
4. **Preventing return of Cannon, Dallas & Bradley as PR/Trustees.**
5. **Preparing to defend more than \$46 Million of claims against Estate.**
6. **Recovery of losses caused by Cannon, Dallas, Bradley and others.**

B. Summary of Actions taken during first Six Months of Service:

PR/Trustee Cannon resigned on August 10, 2007, and PR/Trustees Dallas and Bradley resigned on November 20, 2007 leaving the Estate/Trust in a deplorable financial condition and the Tangible Personal Property unprotected. These problems were exacerbated by the fact that the former PR/Trustees had no accurate records of assets, liabilities and/or income and expenses of the Estate or the 2000 Trust, and have never prepared appropriate accountings of their acts as PR/Trustees.

Six months after their resignation, **Dallas and Bradley have not yet filed an accounting** for the Estate and Trust. (By Court Order, their accountings as both PR and Trustees are due in

the Court on or about June 5, 2008.) Cannon, who resigned 10 months ago, repeatedly asserts his 5th amendment rights, refusing to answer questions about the Trust/Estate's finances.

In the face of these conditions, our primary concern has been to protect the tangible assets of the Estate/Trust and try to stabilize the Estate/Trust's financial condition enough to effectively defend the Estate Plan; begin recovery of losses caused by Cannon, Dallas and Bradley; and prevent a "fire sale" of the masters, royalties, image and persona, which are the primary assets of the Estate/Trust. Those matters are discussed in detail below.

C. Defense of Estate Plan

The PR/Trustees consider the greatest challenges to Mr. Brown's Estate Plan to be:

- a. Contest of the Will and Trust by 5 children and others.
- b. The Elective Share/Spousal Claims.
- c. Attempts by Cannon, Dallas and Bradley to be reinstated as PR/Trustees.

Since November 20, 2007, we have actively sought the assistance of the Attorney General of South Carolina in the defense of the Estate Plan of Mr. Brown and prevention of the return of Cannon, Dallas and Bradley as PR/Trustees. (See letter of AJP to C. Havird Jones dtd. 11/21/07.)

Between November 20, 2007 and the filed challenges to the Will and Trust in late December 2007, the PR/Trustees, through counsel, actively encouraged family members not to contest the Estate Plan of Mr. Brown. They urged that the 2000 Will and 2000 Trust (absent Cannon, Dallas and Bradley) accurately represent Mr. Brown's lifelong stated wishes.

The PR/Trustees' informal attempts to prevent challenges to Mr. Brown's Estate Plan were unsuccessful.

Despite the actions of Cannon, Dallas and Bradley, the PR/Trustees believe that the 2000 Will and 2000 Trust accurately reflect Mr. Brown's desires with respect to the disposition of his property at both the time of their execution and at his death. The PR/Trustees continue to actively defend the Estate Plan.

D. Defense of Spousal/Elective Share Claim

Based on representations of the children of Mr. Brown, his former counsel, the Brown Historical Records and the Public Records, the PR/Trustees believe that Tommie Rae Hynie Brown was not the surviving spouse of James Brown at his death. They will continue to defend against the Elective Share/Spousal claims.

The PR/Trustees have actively sought to coordinate the defense of the Estate Plan and the Elective Share/Spousal claims with the Attorney General of South Carolina.

The PR/Trustees would also like to join with Forlando Brown in the defense of Mr.

Brown's Estate Plan. His relationship with former PR/Trustees Dallas and Bradley and his attempts to return them as Trustees, however, make cooperation difficult at this time.

E. Stabilizing Estate/Trust Administration

Between November 20, 2007 and May 20, 2008 the PR/Trustees have taken a number of steps to stabilize the administration of the Estate/Trust. They include:

1. **Filing of Application for Recognition of James Brown "I Feel Good" Trust.**
On December 6, 2007 the PR/Trustees applied for recognition of the James Brown "I Feel Good" Trust. (The former PR/Trustees had failed to take this action for more than 6 years.)
2. **Paying overdue security, insurance, appraisal, and storage fees not paid by the former PR/Trustees.**
3. **Terminating relationships with Intrigue Music Management (Frank Copsidas) and others who worked closely with former PR/Trustees Cannon and Dallas.**

F. Continuing work to prevent the Return of Cannon, Dallas & Bradley as Trustees

G. Protection of Tangible Asset of Estate/Trust

On November 20, 2007, the Tangible Personal Property (TPP) located at Mr. Brown's home estate was at great risk because of the Estate/Trust's financial condition. A sale of some items was required to raise funds to protect the Estate Plan. During the last 6 months, the following has taken place:

1. **Since January, 2008 approximately 70 Boxes of Masters, audio tapes and similar assets were shipped under secure conditions to an audio/film storage facility.**
2. **Approximately 360 lots have been placed with Christie's in New York, for sale at auction.**
3. **Pursuant to the request of the PR/Trustees, agreement of family members and Court Order, more than 3000 items have been placed with South Carolina State University's I.P. Stanback Museum and Planetarium, the South Carolina State Museum, The Lucy Craft Laney Museum of Black History and the Augusta Museum of History. These will be held for safekeeping (on loan) for up to 3 years while final disposition is being determined.**
4. **The PR/Trustees will seek Court approval on June 6, 2008 to Distribute or Sell (as their ultimate interests appear) much of the remaining TPP located at the Home Estate to Mr. Brown's 6 acknowledged children, James Brown II and Tommie Rae Hynie Brown. [The Estate Tax value of this Distribution/Sale is estimated to be less**

than \$250,000, but the property is believed to be of great personal value to his family. See proposal for details.]

5. Mr. Brown's capes and several other TPP issues remain unresolved. The PR/Trustees will continue to investigate, and seek counsel, when funds are received from the Christie's sale.

H. Quitclaim of Joseph Brown Home to certain family members.

With the consent of all acknowledged children of James Brown, and without objection of the Attorney General, the PR/Trustees are quitclaiming the Estate's interest in the home and contents of Mr. Brown's father, Joseph Brown, located in Augusta, Georgia, for \$60,000, taking 10% down and a note with Security Deed for the remainder. Sale is expected to close within 10 days.

I. Home Estate, Beech Island.

The PR/Trustees have determined that retaining the Home Estate is not consistent with the mission of the James Brown "I Feel Good" Trust. Pursuant to Court Order dated February 20, 2008, the PR/Trustees are seeking a museum purchaser for the home.

The museum purchaser may be either for-profit or not-for-profit. The PR/Trustees hope to be able to retain a portion of the acreage for ultimate use by the James Brown "I Feel Good" Trust in conjunction with a museum on the main Estate.

Certain children of Mr. Brown have offered less than \$1 Million for the property.

The PR/Trustees have ordered an appraisal of the property. After the appraisal is received, the PR/Trustees intend to actively pursue a museum-type sale of the property.

J. Proceedings for the Recovery of Losses Caused by Cannon, Dallas, Bradley and others.

1. On January 9, 2008 the Court approved the engagement by the PR/Trustees of Kendall Few, Esquire and James Gilreath, Esquire. With their assistance, the Estate/Trust now has pending the following actions for recovery of losses since 1999:

- a. Action against Cannon, Dallas, Bradley, GT, Enterprise Bank & Phil Farr pending in the Circuit Court for Aiken County, case number 2008-CP-02-322, seeking losses since 1999.
 - b. Arbitration and Federal Court actions against Morgan Stanley related to the depletion of the 1999 Royalty-Backed Note proceeds.
2. In addition, the PR/Trustees, with James Bailey as counsel, are defending against the

approximately \$16 Million in claims filed by Cannon, Dallas & Bradley against the Estate. [See Exhibit 2.]

3. The PR/Trustees are defending the Forlando Brown Federal suit seeking the return of Cannon, Dallas & Bradley as Trustees (through voiding our appointment) and injunction to prevent the Trust from taking action.

4. The PRs disallowed GT's \$155,000 claim, and no suit was filed.

5. The PR/Trustees, represented by Matt Ballenger of Hogan & Hartson, were successful in dismissing the counterclaim by Pullman in the New York Litigation. [Details upon request.] An appeal may be taken by Pullman. [The PRs also intend to disallow Pullman's \$31 Million claim against the Estate.]

PROJECTIONS FOR NEXT SIX MONTHS

A. Receipt of Christie's Sale Proceeds:

The PR/Trustees have been severely restrained by the lack of funds. As soon as the Christie's sale proceeds are received, they hope to do the following:

1. Complete Estate Tax Return by September 25, 2008, and pay the approximately \$500,000 of Estate Taxes and Interest due.
2. Proceed with an aggressive search for a museum purchaser of the Home Estate. (Reserving some acreage for the Trust.)
3. Disallow approximately \$33 Million of pending claims, and be prepared for active defense of Petitions for Allowance of Claims. [See Exhibit 3 for claims of former attorneys/advisors of Cannon, Dallas and Bradley.]
4. Continue active defense of the Estate Plan of James Brown.
5. Continue active defense against the Spousal/Elective Share claims.
6. Work with entertainment counsel to enhance royalties, image and persona of Mr. Brown (without paying 50% of the gross, as proposed by Dallas, Cannon & Bradley).

B. Assistance with Possible Settlement.

The PR/Trustees believe that if they are joined by the Attorney General in a vigorous defense of the Estate Plan and rejection of the Spousal/Elective Share claim, the Estate/Trust will, within 6 months, be in a posture to evaluate and perhaps enter into a full settlement.

C. No sale of Royalties, Image and Persona.

Based on available information, the PR/Trustees do not believe that any sale of the royalties, image, or persona of Mr. Brown should be considered for **at least 2 - 5 years**. Mr. Brown's royalties from his approximately 800 published songs exceed \$3 Million annually. These Royalties have substantially reduced the TIAA debt since Mr. Brown's death.

The former PR/Trustees entered into only 1 substantial contract [James Brown - Boston project with David Leaf] between Mr. Brown's death and November 20, 2007 (ab. November 1). The current Trustees have entered into one substantial contract for a Musical Television Tribute to James Brown. [Confidential details available upon request.]

The PR/Trustees, over the next six months, will explore with entertainment counsel future enhancement of Mr. Browns' royalties, image and persona. Challenges to our authority as PR/Trustees by the Attorney General (based on erroneous information), former PR/Trustees Cannon, Dallas and Bradley and Forlando Brown have slowed, but not defeated, progress in these areas. The PR/Trustees are hopeful that these challenges will dissipate, allowing the Estate/Trust to enhance its potential. [Confidential details available upon request.]

REQUEST THAT ATTORNEY GENERAL AND FAMILY EXPLORE SETTLEMENT

The PR/Trustees are currently participating in at least 9 lawsuits for the benefit of the Estate/Trust, including:


1. **Corbis** (Chicago) Litigation - brought by Mr. Brown in the name of the New James Brown Enterprises, et al, prior to his death.
2. **Pullman** (New York) Litigation - brought on behalf of James Brown Enterprises, Inc. by GT after the 2006 collapse of the Royal Bank of Scotland deal in May, 2006. Resulted in \$8 Million counterclaim by Pullman which our counsel has successfully defended as moot. [Appeal may follow.]
3. **Cannon suit against the Estate** on claim for more than \$6 Million.
4. **Dallas suit against Estate** on claim for more than \$5.5 Million.
5. **Bradley suit against Estate** on claim believed to be more than \$5 Million.
6. Estate/Trust suit/arbitration against **Morgan Stanley (2)**
7. **Estate/Trust suit against Cannon, Dallas, Bradley, Enterprise, Farr, GT**
8. Estate/Trust suit to enjoin Hammond, Dallas, Bradley & Cannon from interference.
9. Defense of Will/Trust contest (Will/Trust/Heirs proceeding)

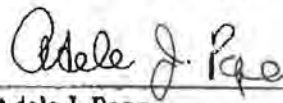
10. Defense of Elective Share/Spousal claims.

In addition, within the next few months we will also be defending a number of claims the PR/Trustees intend to disallow, including the \$31 Million Claim of Pullman and Claims of Attorneys and accountants for Dallas, Cannon and Bradley [See Exhibit 3 for List.]

While the PR/Trustees are occupied with these necessary suits and the defense of Mr. Brown's Estate Plan, they urge the Family Members and the Attorney General to work toward a reasonable resolution of the issues in dispute.

Respectfully submitted,


Robert L. Buchanan, Jr.


Adele J. Pope

May 20, 2008

EXHIBIT 1
First Semi-annual Report to Devisees, Beneficiaries and Attorney General

Proposed "Gross" of Sale of Assets

Proposed Gross Sale Price	\$ 26,000,000.00	\$100,000,000.00
Less Payments from Sale Proposed by Cannon, Dallas and Bradley, TIAA + Pullman:*		
1 TIAA payoff	\$ (15,000,000.00)	\$ (15,000,000.00)
2 Pullman (12.5%) plus claim (\$31MM) ¹	\$ (3,250,000.00)	\$ (12,500,000.00)
3 Copsidas/Intrigue Claims (15%)	\$ (1,650,000.00)	\$ (12,750,000.00)
4 Cannon \$1,459,640 plus (5%) ²	\$ (2,759,640.00)	\$ (6,459,640.00)
5 Bobbitt (\$200,000)	\$ (200,000.00)	\$ (200,000.00)
6 Dallas (\$549,019) plus 5%	\$ (1,849,019.00)	\$ (5,549,019.00)
7 Greenberg Traurig, 5% (after TIAA) plus litigation costs (est'd)	\$ (550,000.00)	\$ (4,250,000.00)
8 P. Farr, W. Hammond, Powell Goldstein, S. Jackson, Hull Towill & other attys/acnts. of former PR/Trustees [at least]	\$ (700,000.00)	\$ (700,000.00)
9 A. Bradley [see claim]	\$ (1,300,000.00)	\$ (5,000,000.00)
10 Loss of Claims against Cannon/Dallas/Bradley/GT	_____	\$ (13,000,000.00) ³
PAYMENTS PROPOSED BY CANNON, DALLAS & BRADLEY*(At least)	\$ (27,258,659.00)	\$ (75,408,659.00)
NET TO ESTATE/TRUST FROM SALE	\$-(1,258,659.00)	\$ 24,591,341.00

* Other than Pullman and TIAA, this reflects payments former PR/Trustees Cannon, Dallas and Bradley claim should be paid to themselves and others either from the GT October 18/20, 2006 Letter, their claims or fees incurred. The Pullman figure is based on his claim under 1999 document. Although disputed in it entirety, the Pullman amount would likely have to be escrowed at closing. TIAA is estimated payoff.

During 2007 a sale of all assets at \$45 Million was also proposed, from which Cannon, Dallas and Bradley proposed to pay the same percentage amounts stated above.

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¹ Both totals plus alleged damages.

² Both totals plus claim for commissions

³ At least

EXHIBIT 2

First Semi-annual Report to Devises, Beneficiaries and Attorney General

CLAIMS BY FORMER PR/TRUSTEES

A. CLAIM OF CANNON: Five percent (5%) of all revenue generated by gross bookings, royalties and any other funds generated by James Brown Enterprises, Inc. from whatever source and two and one-half percent (2.5%) for the handling of vintage revenue... This contractual claim is an ongoing claim for all revenue earned and not paid prior to death **and all revenue earned since date of death and all future revenues of James Brown Enterprises, Inc.** [Emphasis supplied.]

[Claim of David Cannon filed 9/26/07]

B. CLAIM OF BRADLEY: **Compensation as personal representative of the Estate of James Brown and Trustee plus** Celebrity Duck 10% of Revenues; Doll Deal 5% of 300,000; Georgia-Lina record 6%; Godfather of Soul Publishing now Geronimo Music, L.L.C. 6% of revenues; 10% of any revenues earned due to blank tapes sold by Alliance of Artists and Recording Companies for Brown recordings; **10% of any revenues earned due to the marketing and/or exploitation of master recordings; 5% of the royalties received from the "James Brown Doll"** [Emphasis supplied.]

[Claim of Al Bradley filed 9/7/07]

C: CLAIM OF DALLAS: **Compensation as personal representative of the Estate of James Brown and trustee of the James Brown Irrevocable Trust plus \$624,876** based on purported oral contract by which Mr. Dallas would receive **"5% of Mr. Brown's and his enterprises' gross revenue;** 5% of revenues from Teddy Bear Productions as agent for Hakuho Advertising Agency; 25% of royalties received from the "James Brown Doll"; 10% of revenues from God Father of Soul Publishing, **5% of Global Gaming revenue, 5% of revenues from the sale of Mr. Brown's writer's share music, and 5% revenues from the 1991 pay-per-view recording.** [Emphasis supplied.]

[Claim of Albert H. Dallas filed 9/7/07]

EXHIBIT 3
First Semi-annual Report to Devises, Beneficiaries and Attorney General

**PAYMENTS, BILLS AND CLAIMS PRESENTED BY ATTORNEYS AND
ACCOUNTANTS FOR FORMER PR/TRUSTEES
FOR SERVICES FROM DEATH – NOVEMBER 20, 2007**

ATTORNEY/ACCOUNTANT	BILL OR CLAIM AMOUNT
Powell Goldstein (bill)	\$ 48,225.00
Rodney A. Peebles (payment and claim)	\$ 137,851.66
Smith, Massey, Brodie & Thurmond (claim)	\$ 33,322.20
Phillip G. Farr, CPA (claim)	\$ 25,977.60
Hull, Towill, Norman, Barrett & Salley (bill, firm of William Hammond)	\$ 124,518.26
Suggs Johnson (claim for \$5,747.81; now \$6,069.43)	\$ 6,069.43
Greenberg Traurig*	\$ 155,602.85
Lewis & Babcock (payment, claim, bill)	\$ 348,960.43
Jackson Law Office (claim filed)	\$ 61,273.25
TOTAL	\$ 941,800.68

* GT originally sought payments of approximately \$327,089.67. Claim filed was \$155,602.85. Withdrawn after PR/Trustees disallowed claim. (See ltr. of GT dtd. 3/10/08.)

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
12/4/07	Hogan and Hartson, LLP - Portion fee, as per Court Order dated June 22, 2007 (Ck #1042) (Estate, JBE and JB, LLC, as per 8/10/07 Order) SFB #5768		\$ 17,444.27
12/4/07	Sellars and Cole, LLC (Ck #1043) 10/31 bill, Estate \$2,354.00 11/30 bill, "I Feel Good" Trust \$5,368.00 11/30 bill, Estate \$4,325.29 SFB #5768		\$ 12,047.29
12/4/07	D. Washington - w/e 12/1/07 (Ck #1044) SFB #5768		\$ 494.81
12/4/07	Beech Island Water District (for Trust) (Ck#1045) Accts. #01-3940-00 \$68.96 #01-3942-00 \$31.93 SFB #5768		\$ 100.89
12/4/07	Tony M. Pounds - reimbursement, petty cash at guard house (Ck #1046) SFB #5768		\$ 42.19
12/4/07	Sizemore Security - Invoice dtd. 11/25/07; Inv. #143890 (Ck #1047) SFB #5768		\$ 2,462.47
12/5/07	Deposit - SC State Treasurer, Contingencies Account SFB #5768	\$ 876.34	
12/5/07	Deposit - AARC (Alliance of Artists and Recording Companies) Royalty SFB #5768	\$ 2,540.23	
12/5/07	Deposit - Geronimo Music, LLC, 6 mo. ended 9/30/07 (for Trust) SFB #5768	\$ 16,856.19	
12/5/07	Deposit - Geronimo Music, LLC, 2 nd and 3 rd Qtr. Artist Fee (Estate) SFB #5768	\$ 8,938.97	
12/5/07	D. Washington - w/e 12/8/07 (Ck #1048) SFB #5768		\$ 494.81
12/5/07	Sizemore Security (Ck #1049) Inv. #143723, 11/18/07 \$2,189.82 portion, Inv. #143256, 11/11/07 \$1,810.18 NOTE: Begin excess payments to bring down debt of former PR/Trustees SFB #5768		\$ 4,000.00

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
2/15/08	Kane Office Technologies, Inc. - Cannon Litigation (Ck #1104) [REDACTED]		\$ 164.92
2/19/08	Chargeback, Soundexchange as per bank [REDACTED]		\$ 2,613.03
2/19/08	Chargeback fee, as per bank [REDACTED]		\$ 5.00
2/20/08	Lisa H. Hicklin - 2/7/08 hearing (Ck #1105) [REDACTED]		\$ 1,144.00
2/21/08	Sizemore Security (Ck #1108) Inv. #148433, 2/17/08 \$ 2,142.00 rem., Inv. #141340, 10/07/07 \$ 833.85 portion, Inv. #140759, 9/30/07 \$ 24.15 [REDACTED]		\$ 3,000.00
2/22/08	D. Washington - w/e 2/23/08 (Ck #1106) [REDACTED]		\$ 494.81
2/22/08	To show closing transfer from [REDACTED] to [REDACTED]. No change in assets. Total Transfer \$65,528.65. To show interest earned prior to transfer	\$ 766.74	
2/26/08	Law Office of James D. Bailey, PC - portion, 2/12/08 bill (Ck #1109) [REDACTED]		\$ 15,000.00
2/26/08	Hogan & Hartson, LLP - portion, legal fees, Pullman Litigation (NY) (Ck #1110) [REDACTED]		\$ 15,000.00
2/26/08	Buchanan Law Office, PA - partial payment for costs, etc., as per Court Order dtd 1/8/08(Ck #1111) [REDACTED]		\$ 15,000.00
2/26/08	Law Office of Adele J. Pope, PC - partial payment for costs, etc., as per Court Order dtd 1/8/08 (Ck #1112) [REDACTED]		\$ 15,000.00
2/26/08	Sizemore, Inc. (Ck #1115) Inv. #148797, 2/24/08 \$ 2,142.01 portion, Inv. #140759, 9/30/07 \$ 857.99 [REDACTED]		\$ 3,000.00
2/27/08	SCE & G - all 8 accounts (DRAFT) [REDACTED]		\$ 1,286.37

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
2/28/08	D. Washington - w/e 2/29/08 (Ck #1107) ██████████		\$ 494.81
2/29/08	US Treasury - Form 940, JBE, Inc., 2007 (Ck #1118) ██████████		\$ 351.83
3/02/08	Interest Deposit ██████████	\$ 9.97	
3/7/08	D. Washington - w/e 3/08/08 (Ck #1113) ██████████		\$ 494.81
3/14/08	D. Washington - w/e 3/15/08 (Ck #1114) ██████████		\$ 494.81
3/10/08	Miscellaneous Deposit, ██████████	\$ 33.61	
3/11/08	Cheri L. Young, RPR - Transcript for 12/21/07 Hearing (Ck #1116) ██████████		\$ 124.35
3/11/08	Augusta Turf & Specialty Vehicles - golf cart battery, labor, parts and servicing (Ck #1117) ██████████		\$ 360.95
3/11/08	Deposit - House Insurance Refund (\$598.17) Entertainment Partners (\$20.13) ██████████	\$ 618.30	
3/11/08	Deposit - AFTRA, Grammys 50 th Anniv. Special Residual ██████████	\$ 812.56	
3/11/08	Deposit - Warner Music Group (\$144.89) BMI (\$58.08)	\$ 202.97	
3/11/08	Cpt. Pounds - Petty Cash (Ck #1121) ██████████		\$ 100.00
3/19/08	Deposit - SoundExchange (New JBE, Inc.)	\$ 2,690.41	
3/19/08	Law Office of James D. Bailey, PC (Ck #1145)		\$ 500.00
3/19/08	Beech Island Water District (Ck #1122) Accts. #01-3940-00 \$13.20 #01-3942-00 \$13.20 ██████████		\$ 26.40
3/19/08	AT & T (Ck #1123), 803-827-0407 ██████████ \$65.79		\$ 65.79

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
3/19/08	Sound archives- storage, masters. Inv. dtd 2/29/08 (less previous payment of \$1,800.00) (Ck #1124) [REDACTED]		\$ 358.32
3/20/08	Sizemore, Inc. (Ck #1125) Inv. #149295, 3/2/08 \$ 2,142.00 rem., Inv. #140759, 9/30/07 \$ 229.61 [REDACTED]		\$ 2,371.61
3/20/08	Sizemore, Inc. (Ck #1126) Inv. #149783, 3/9/08 \$ 2,521.43 [REDACTED]		\$ 2,521.43
3/20/08	Sellars DuRant - Inv. #2008-08. accounting services (Ck #1127) [REDACTED]		\$ 1,999.50
3/21/08	D. Washington - w/e 3/22/08 (Ck #1120) [REDACTED]		\$ 494.81
3/21/08	LINK Conference Call, LLC - for 2/19/08 teleconference: Inv dtd 3/1/08 (Ck #1128) [REDACTED]		\$ 9.50
3/21/08	AT & T (Ck #1129), 803-827-2065 \$35.39 [REDACTED]		\$ 35.39
3/22/08	First Citizens Visa, reimbursement for transport of Masters (Ck #1132) [REDACTED]		\$ 427.08
3/27/08	SC Court of Appeals - Filing Fee, Motion (Ck #1136)		\$ 25.00
3/28/08	D. Washington - w/e 3/29/08 (Ck #1133) [REDACTED]		\$ 494.81
3/28/08	To show execution of Double i, The Dick Clark Company and Jeff Margolis Productions contract at nominal value	\$ 1.00	
4/1/08	SCE & G- all 8 accounts (DRAFT) [REDACTED]		\$ 916.71
4/2/08	Lisa Hicklin - Transcript for 2/20/08 hearing (Ck #1139) [REDACTED]		\$ 409.50
4/4/08	Clarke American, checks - DRAFT (debited on 3/19/08) [REDACTED]		\$ 62.25

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
4/4/08	Interest Deposit [REDACTED]	\$ 5.35	
4/4/08	To adjust for bank error. Check of D. Washington cleared at 0.81 cents below actual amount	\$ 0.81	
4/4/08	Richards (Ck #1137) – overdue rental payments for furs		\$ 630.00
4/4/08	Aiken County Planning and Development – map of 430 Douglas Dr.; Beech Island (Ck #1146)		\$ 25.00
4/5/08	D. Washington – mileage and extra help (Ck #1138)		\$ 200.00
4/7/08	Windsor Jewelers (Ck #1140) – appraisal ordered by Cannon, Dallas and Bradley but not paid. Required for release to Christie's.		\$ 5,700.00
4/7/08	D. Washington - w/e 4/5/08 (Ck #1134) [REDACTED]		\$ 494.81
4/7/08	D. Washington – Petty Cash (Ck #1142) [REDACTED]		\$ 100.00
4/7/08	Innovative Solutions – outside copies; Corbis Litigation (Ck #1147) [REDACTED]		\$ 224.81
4/11/08	D. Washington - w/e 4/12/08 (Ck #1143) [REDACTED]		\$ 494.81
4/17/08	National Financial Services, LLC (WAMU) i/n/o James Brown - Deposit [REDACTED]	\$ 1,392.87	
4/17/08	Sizemore, Inc. (Ck #1130) Inv. #149977, 3/26/08 \$ 2,314.17 portion., Inv. #150287, 3/23/08 \$ 685.83 SFB #5768		\$ 3,000.00
4/17/08	Sound Archives (Ck #1131)		\$ 1,500.00
4/18/08	D. Washington - w/e 4/19/08 (Ck #1144) [REDACTED]		\$ 494.81

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
4/18/08	Beech Island Water District (Ck #1151) Accts. #01-3940-00 \$13.20 #01-3942-00 \$13.20 ██████████		\$ 26.40
4/18/08	AT & T (Ck #1152) 803-827-2065 \$72.13 803-827-0407 \$67.22		\$ 139.35
4/25/08	D. Washington - w/e 4/26/08 (Ck #1148) ██████████		\$ 494.81
4/28/08	Kane Office Technologies, Inc. - Cannon Litigation, #8395 (Ck #1153) ██████████		\$ 248.05
4/28/08	LINK Conference Call, LLC - for 3/31/08 teleconference: Inv dtd 4/1/08 (Ck #1154) ██████████		\$ 24.60
4/28/08	Sizemore, Inc. (Ck #1155) portion.. Inv. #150287, 3/23/08 \$ 1,000.00 ██████████		\$ 1,000.00
4/28/08	Law Office of James D. Bailey, PC - portion, 2/12/08 bill (Ck #1156) ██████████		\$ 3,000.00
4/29/08	Lisa Hicklin - Transcript for 3/07/08 hearing (Ck #1149) ██████████		\$ 682.50
4/30/08	Laboratory Corporation of America - DNA Testing of James Brown II (Ck #1157) ██████████		\$ 300.00
4/30/08	Interest Deposit	\$ 2.45	
5/1/08	Deposit - Enterprise Bank Acct #151000007 (James Brown Irrev. Trust) ██████████	\$ 4,140.74	
5/1/08	Deposit - SoundExchange (New JBE, Inc.) ██████████	\$ 22,605.31	
5/1/08	D. Washington - w/e 5/2/08 (Ck #1150) ██████████		\$ 494.81
5/1/08	Hatcher, Stubbs, Land, Hollis & Rothschild - retainer fee (Ck #1158) ██████████		\$ 1,000.00

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
5/5/08	SCE & G - all 8 accounts (DRAFT) [REDACTED]		\$ 619.08
5/6/08	Beech Island Water District (Ck #1166) Accts. #01-3940-00 \$11.92 #01-3942-00 \$11.00 [REDACTED]		\$ 22.92
5/6/08	Sound Archives - storage of masters. invoice range LP20856 (Ck #1167) [REDACTED]		\$ 490.90
5/6/08	US Treasury - Penalty and Interest for JBE, Inc., Form 940, period 12/31/07 (Ck #1168) [REDACTED]		\$ 37.91
5/6/08	AT & T (Ck #1175) 803-827-2065 \$32.72 803-827-0407 \$65.79		\$ 98.51
5/6/08	Law Office of James D. Bailey, PC - remainder, 2/12/08 bill \$ 729.45 portion, 3/13/08 bill \$ 2,270.55 (Ck #1176) [REDACTED]		\$ 3,000.00
5/6/08	Buchanan Law Office, PA - partial payment for costs, etc., as per Court Order (Ck #1177) [REDACTED]		\$ 3,000.00
5/6/08	Law Office of Adele J. Pope, PC - partial payment for costs, etc., as per Court Order (Ck #1178) [REDACTED]		\$ 3,000.00
5/9/08	D. Washington - w/e 5/9/08 (Ck #1163) [REDACTED]		\$ 494.81
5/12/08	Aiken County Clerk of Court (Ck #1179)		\$ 150.00
5/14/08	SC Department of Revenue - Estate of JB Late payment fee, 9/30/07 quarter, Former PR/Trustees, 10/31/07 (Ck #1180) [REDACTED]		\$ 43.64
5/14/08	Sellers DuRant - Inv. #2008-417 accounting services (Ck #1181) [REDACTED]		\$ 999.00
5/14/08	D. Washington (Ck #1182) Extra mileage \$100.00 Petty Cash \$100.00		\$ 200.00

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
5/16/08	D. Washington - w/e 5/16/08 (Ck #1164) ██████████		\$ 494.81
5/21/08	VOID CK # - 1159	\$ 0.00	\$ 0.00
5/21/08	SC Court of Appeals - Dallas and Bradley Appeal of 4/8/08 Order, Motion to Dismiss or Stay (Ck #1160) VOID		
5/22/08	Deposit - Purchase of 2506 Parkway Drive. Augusta, GA (payable to Estate of James Brown)	\$ 6,000.00	
5/22/08	To set up Note, Security Deed, Quitclaim of JJ Brown house and contents as per Court Order dtd 2/20/08	\$ 54,000.00	
5/22/08	Cordle Law Firm - Costs and Taxes, estimated 2008; closing, sale of Joseph Brown (Ck #1162)		\$ 257.35
5/22/08	Law Office of James D. Bailey, PC - portion, bill \$ 3,000.00, (Ck #1183) ██████████		\$ 3,000.00
5/23/08	D. Washington - w/e 5/23/08 (Ck #1165) ██████████		\$ 494.81
5/23/08	Deposit - Universal Music Group, Inc. Payable to James Brown DBA Godfather of Soul Music c/o JB Ross & Associates, PC	\$ 47.91	
5/23/08	D. Washington - extra mileage (Ck #1184)		\$ 100.00
5/27/08	Innovative Solutions - outside copies (Ck #1191)		\$ 22.31
5/29/08	Aiken County Clerk of Court - Motion for Approval of Scheduling Order, Will/Trust/Heirs Proceeding (Ck #1161)		\$ 25.00
5/30/08	D. Washington - w/e 5/30/08 (Ck #1185) ██████████		\$ 494.81
5/30/08	D. Washington - extra mileage (Ck #1188)		\$ 100.00
5/30/08	Interest Deposit	\$ 3.14	

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
6/3/08	SCE & G - DRAFT Acct #4-2100-7444-7824 \$24.86 Acct #4-2100-7444-7045 \$67.15 Acct #4-2100-7444-6733 \$ 8.41 ██████████		\$ 100.42
6/4/08	D. Washington - petty cash (Ck #1192)		\$ 250.00
6/4/08	Buchanan Law Office, PA - partial payment for costs, etc., as per Court Order (Ck #1193) ██████████		\$ 3,000.00
6/4/08	Law Office of Adele J. Pope, PC - partial payment for costs, etc., as per Court Order (Ck #1194) ██████████		\$ 3,000.00
6/4/08	Law Office of James D. Bailey, PC - portion, 3/13/08 bill \$ 5,000.00 (Ck #1195) ██████████		\$ 5,000.00
6/4/08	Hogan & Hartson, LLP - portion, legal fees, Pullman Litigation (NY) (Ck #1196) ██████████		\$ 3,000.00
6/6/08	D. Washington - w/e 6/7/08 (Ck #1186) ██████████		\$ 494.81
6/6/08	D. Washington - extra mileage (Ck #1189)		\$ 100.00
6/9/08	AT & T (Ck #1197) 803-827-2065 \$46.93 803-827-0407 \$66.15		\$ 113.08
6/9/08	Beech Island Water District (Ck #1198) Accts. #01-3940-00 \$11.00 #01-3942-00 \$11.00 ██████████		\$ 22.00
6/13/08	Deposit - Entertainment Partners, payable to James Brown ck #68022373 dtd 1/4/08 \$71.79 ck #68418020 dtd 2/29/08 \$44.33	\$ 116.12	
6/13/08	Sound Archives - storage of masters, invoice range LZ88382 (Ck #1199) ██████████		\$ 490.90

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
6/13/08	D. Washington - Extra Mileage (Ck #1190)		\$ 100.00
6/13/08	D. Washington - w/e 6/14/08 (Ck #1187) ██████████		\$ 494.81
6/20/08	D. Washington - w/e 6/21/08 (Ck #1202) ██████████		\$ 494.81
6/20/08	D. Washington - extra mileage (Ck #1203)		\$ 100.00
6/27/08	D. Washington - w/e 6/28/08 (Ck #1204) ██████████		\$ 494.81
6/27/08	D. Washington - extra mileage (Ck #1205)		\$ 100.00
6/18/08	Lisa H. Hicklin - Transcripts for Hearing on 4/25/08 (Ck #1200) ██████████		\$ 510.25
6/20/08	Deposit - Entertainment Partners, payable to James Brown, ck #68013973 dtd 1/3/08	\$ 78.64	
7/3/08	D. Washington - w/e 7/5/08 (Ck #1206) ██████████		\$ 494.81
7/3/08	D. Washington - extra mileage (Ck #1207)		\$ 100.00
6/20/08	To show at carrying value assets remaining in estate at end of Period:		
	1. Security Federal Account #408015768		\$ 2,275.41
	2. Tangible Personal Property. Values may be adjusted when former PR's file accountings Total Carrying Value of TPP: \$3,000,000		
	a. TPP on consignment	<i>all</i> \$	2,000,000.00
	b. TPP at I.P. Stanback Museum and Planetarium, S.C. State University ¹	\$	182,070.00

¹ Cannon, Dallas, Bradley Appraisal, adj.

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
	c. TPP on loan to Lucy Craft Laney Museum of Black History ⁹		\$ 1,800.00
	c. TPP on loan to Augusta Museum of History ¹⁰		\$ 2,925.00
	d. TPP on loan to South Carolina State Museum ¹¹		\$ 4,845.00
	e. Masters, Audiotapes, etc. est. ¹²		\$ 488,360.00
	f. Automobiles ¹³		\$ 180,000.00
	g. Remainder of TPP		\$ 140,000.00
	3. Note. Security Deed, JJ Brown House sale		\$ 54,000.00
	4. Potential Interest of Estate in Home and other assets (believed to be none) of Georgia Estate of James Joseph Brown, not probated. Believed to have died intestate in 1993. ¹⁴		\$ 1.00
	5. JBE, Inc. Carried at nominal value for control. Value to be supplied and/or asset removed upon receipt of accounting by former PR/Trustees or Court Order.		\$ 1.00
	6. Receivable, GG Contract. Carried at nominal value. ¹⁵		\$ 1.00
	7. Soundexchange Contract, carried at nominal value. ¹⁶		\$ 1.00

⁹ Cannon, Dallas, Bradley Appraisal, adj.

¹⁰ Cannon, Dallas, Bradley Appraisal, adj.

¹¹ Cannon, Dallas, Bradley Appraisal, adj.

¹² Transferred for safekeeping.

¹³ As Per Cannon, Dallas, Bradley Appraisal.

¹⁴ Other real estate owned by Decedent not carried on accounting, but should be reported by former PR s on I & A.

¹⁵ Ultimate ownership as of 11/20/07, the day these PRs were appointed, may be determined to be the Estate, JBE, Inc. or the James Brown 2000 Trust.

¹⁶ The full value/ownership of this asset will be reported when ascertained.

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
	8. Wedge, HOB Contract.		\$ 1.00
	9. Intangible rights to royalties, image and persona carried at nominal value. ¹⁷		\$ 1.00
	10. Double i. The Dick Clark Company and Jeff Margolis Productions contract at nominal value		\$ 1.00
	Ending balance at carrying value: \$ 3,056,282.41		
	TOTAL	\$ 3,307,971.03	\$ 3,307,971.03

© Sheri Ann BROWN ADMINISTRATION ACCOUNTING, Inc.

¹⁷ The full value/ownership of this asset will be reported when ascertained

¹⁸ The full value/ownership of this asset will be reported when ascertained. Includes possible royalties after Shout! Factory fully recoupable advance recouped. No current yield expected.

Exhibit A

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN
Liz Godard, Clerk of Court of Common Pleas and General
Sessions for Aiken County, South Carolina do hereby certify
that the foregoing constitutes a true and correct copy of the
original documents which have been filed in my office this

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF AIKEN) AUG 24 2007) SECOND JUDICIAL CIRCUIT

Liz Godard) CIVIL ACTION NO. 2007-CP-02-0122
C.C.C.P. & G.A., Aiken County, S.C.

IN RE:)
Darlene Biggs) SUPPLEMENTAL ORDER
Deputy Clerk) RELATED TO DISBURSEMENT OF
THE ESTATE OF JAMES BROWN) ROYALTY PROCEEDS
A/K/A JAMES JOSEPH BROWN)
_____)

This Order is made on motion of Robert L. Buchanan, Jr. and Adele J. Pope, Special Administrators of the Estate of James Brown, with the consent of the remaining Personal Representatives/ Trustees of the Estate and Trusts of James Brown, supplements this Court's Order on August 10, 2007. In the August 10 Order, the service of David G. Cannon as Personal Representative of the Estate of James Brown and Trustee of the James Brown 2000 Irrevocable Trust and its subtrusts was terminated. His service as officer and/or director of various Brown Entities, including James Brown, LLC, was also terminated.

WMC
#1

At the hearing on August 10, 2007, Mr. Cannon delivered to the Estate a check in the amount of \$350,000.00. The funds represented a portion of a \$900,000.00 check (the "Universal Audit Funds") payable to the James Brown LLC Collection Account, Manufacturers and Traders Trust (M&T). The Universal Audit Funds were deposited by Mr. Cannon into Enterprise Bank account #211100029 of the James Brown Irrevocable Trust on or about August 1, 2006.

The Universal Audit Funds (less a valid payment of approximately \$180,000 to the auditor) should have been deposited into the M&T account, to be applied toward repayment of a \$26 Million 1999 Royalty-backed Note held by Teachers Insurance and Annuity Association of America ("Teachers") for which M&T Trust serves as Trustee. All parties agree that \$720,000 of the Universal Audit Funds belongs to M&T Trust as Trustee, for the benefit of Teachers.

The August 10 Order stated, in part:

4. The SAs and PRs are seeking a waiver from M&T Bank and the TIAA-CREF [sic] holders of the 1999 royalty-backed note for the \$350,000 returned by Cannon to be retained by the Estate of James Brown. No part of the funds shall be expended unless and until such authority is received.

The SAs and remaining Personal Representatives have advised the Court that Teachers has consented in writing to the use by the Estate of a portion of the \$350,000 to assist the Estate in its investigation into and return of the remainder of the Universal Audit Funds, as well as other claims the Estate, the Brown Trusts and Brown Entities may have against Cannon.

NOW, THEREFORE, to assure compliance with the requirements imposed by Teachers, and agreed to by the Estate, the Trust and the SAs, IT IS ORDERED, ADJUDGED AND DECREED:

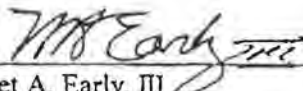
1. The Estate may use up to One Hundred Thousand (\$100,000.00) Dollars of the Universal Audit Funds for the investigation and pursuit of claims related to actions of David G. Cannon, including:

- A. Paralegal and/or contract services (at rates from \$50 - \$125 per hr.), and costs, including internal staff of the SAs, and duplication costs from July 17, 2007.
- B. Computer/technical copying Services to copy and preserve, organize Mr. Cannon's Computer records for James Brown Enterprises, Inc; The New James Brown Enterprises, Inc [sic]; James Brown, LLC; James Brown Royalty Venture I, SPC; James Brown; Seventh Decade; and all other Brown Entities as described in the August 10 Order.
- C. Accounting Services to File 2006 extensions, as necessary, for the Estate, the Brown Trusts, and, as appropriate, Brown Entities, with full disclosure (statement to be prepared by SAs) of activities of Cannon to the extent known; prepare extension of Estate Tax Return (due Sept. 25, 2007) ; to file Application for Charitable Recognition of the James Brown "I Feel Good" Trust and the take such additional actions as shall benefit the investigation.
- D. Up to \$25,000 for Estate preservation.

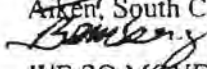
3. The \$100,000 and any additional advance funds advanced by Teachers shall be repaid from the first recoveries, with interest at the rate of the Royalty-backed Note. Since these funds, loaned for a specific purpose, do not belong to the Estate, their return with interest shall have priority over all other priority expenses of administration.

4. The remainder of the Universal Audit Funds, \$250,000, shall be immediately delivered to M&T, payable to the James Brown LLC Collection Account.

AND IT IS SO ORDERED.



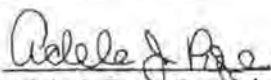
Doyet A. Early, III
Resident Judge, Second Judicial Circuit

August 19, 2007
Aiken, South Carolina

WE SO MOVE:

Albert H. Dallas, Personal Representative
of the Estate of James Brown and Trustee
of the Brown Trusts

Alfred A. Bradley, Personal Representative
of the Estate of James Brown and Trustee
of the Brown Trusts

Robert L. Buchanan, Jr., Special Administrator



Adele J. Pope, Special Administrator

2. The \$100,000 and any additional advance funds advanced by Teachers shall be repaid from the first recoveries, with interest at the rate of the Royalty-backed Note. Since these funds, loaned for a specific purpose, do not belong to the Estate, their return with interest shall have priority over all other priority expenses of administration.

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AND IT IS SO ORDERED.

Doyet A. Early, III
Resident Judge, Second Judicial Circuit

August , 2007
Aiken, South Carolina

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of the Estate of James Brown and Trustee
of the Brown Trusts

Alfred A. Bradley, Personal Representative
of the Estate of James Brown and Trustee
of the Brown Trusts

Robert L. Buchanan, Jr., Special Administrator

Adele J. Pope, Special Administrator

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AND IT IS SO ORDERED.

Doyet A. Early, III
Resident Judge, Second Judicial Circuit

August , 2007
Aiken, South Carolina

WE SO MOVE:



Alfred H. Dallas, Personal Representative
of the Estate of James Brown and Trustee
of the Brown Trusts

Alfred A. Bradley, Personal Representative
of the Estate of James Brown and Trustee
of the Brown Trusts

Robert L. Buchanan, Jr., Special Administrator

Adele J. Pope, Special Administrator

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3. The remainder of the Universal Audit Funds, \$250,000, shall be immediately delivered to M&T, payable to the James Brown LLC Collection Account.

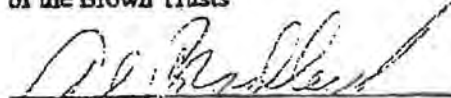
AND IT IS SO ORDERED.

Doyet A. Early, III
Resident Judge, Second Judicial Circuit

August , 2007
Aiken, South Carolina

WE SO MOVE:

Albert H. Dallas, Personal Representative
of the Estate of James Brown and Trustee
of the Brown Trusts



Alfred A. Bradley, Personal Representative
of the Estate of James Brown and Trustee
of the Brown Trusts

Robert L. Buchanan, Jr., Special Administrator

Adelc J. Pope, Special Administrator

08/17/2007 11:41 00364913

BUCHANAN LAW OFFICE

PAGE 05

08/16/2007 17:15 0036491392

BUCHANAN LAW OFFICE

PAGE 05

**THE UNDERSIGNED CONSENT TO THE RELIEF REQUESTED IN THE ATTACHED
ORDER**

Teachers Insurance and Annuity Association of America

BY: Charles M. [Signature]

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

FORM 4

JUDGMENT IN A CIVIL CASE

IN THE COURT OF COMMON PLEAS

CASE NO. 07-CP-02-122

MC _____ JR _____

In re: The Estate of
James Brown

PLAINTIFF(S)

DEFENDANT(S)

CHECK ONE:

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other- _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other _____

IT IS ORDERED AND ADJUDGED: See attached order; Statement of Judgment by the Court:

Dated at _____ South Carolina, this _____ day of _____, 20____

PRESIDING JUDGE

This judgment/order was entered/filed on the 24 day of August, 2007, and a copy mailed/hand-delivered/boxed this 27 day of August, 2007 to attorneys of record or to parties (when appearing pro se) as follows:

See attached list

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Liz Godard

CLERK OF COURT

Barbara Riggs

DEPUTY CLERK

Exhibit B

THE JAMES BROWN LEGACY, INC.
683 GREENVIEW AVENUE, NE, ATLANTA, GEORGIA 30305

March 27, 2008

Ms. Adele J. Pope
1218 Taylor Street
PO Drawer 7125
Columbia, SC 29202
Adele@popelawfirm.com

Mr. Robert L. Buchanan, Jr.
212 Newberry Street NW
P.O. Box 463
Aiken, SC 29802-0463
rbuchananjr@bellsouth.net

Dear Ms. Pope and Mr. Buchanan:

We are pleased to submit this letter of intent on behalf of Terry Lee Brown, sole heir to the Estate of James Brown and The James Brown Legacy, Inc. and (hereinafter "TJBL") expressing our intent to purchase all of the assets James Brown Estate established by Mr. James Brown dated August 1, 2000 (the "Estate"), as defined by Christie's Estate Tax Appraisal of February 27, 2008, in its entirety. All of these assets will be collectively referred to as the "Assets."

Our intent is to purchase all of the Assets and keep them in providence to protect the legacy of James Brown. The Assets must be held as a unit instead of an auction strategy that breaks up the items and liquids them piecemeal. As you surely know, no matter the differences within the family, no one wants this approach as the remedy for their differences.

The purchase price for the Assets will be \$2 million. If a letter of credit is necessary, to demonstrate security of the funds, one will be provided. The purchase price assumes clear title to the Assets and that the sale will be on a debt-free and lien free basis. The purchase price will be all cash, paid at closing and financed by a private funding group that is our partner.

Our intent, upon receiving your agreement to this letter of intent, is to submit definitive written agreement for the purchase of the Assets (the "Definitive Agreement") that will include

- a. A closing date within 30 days following the signing of the purchase agreement.
- b. A letter of credit to support the offer.
- c. A condition that all material consents required to complete the proposed acquisition shall have been obtained prior to closing.
- d. Customary representations, warranties and covenants for this type of acquisition, including, but not limited to, organization and good standing,

- authority and enforceability, good title, no liens and encumbrances, condition of assets, licenses and compliance with laws, absences of adverse changes, material contracts, no undisclosed liabilities and financial statements.
- e. Customary indemnification against breach of warranties and existing liabilities.
- f. An escrow fund of Two Hundred fifty Thousand Dollars (\$250,000) from the Purchase Price will be set aside for two years to provide security for the indemnification of TJBL any breaches of the seller's representations, warranties and obligations.

This letter agreement will remain in effect for 30 days after your acceptance below, unless earlier superseded by the definitive Agreement (the Term).

In consideration of the substantial resources that TJBL will be expending in connection with pursuing this proposed acquisition, from the time of the acceptance of this letter agreement until such time as this letter agreement has terminated (the "Exclusivity Period"), the Estate shall not and shall counsel each of their respective representatives, agents, advisors or affiliates (collectively, the "Seller Group") not to initiate, solicit, entertain, negotiate, accept or discuss, directly or indirectly, any proposal or offer ("Acquisition Proposal") to acquire all or any significant part of the business or properties, capital stock or capital stock equivalents of the Estate or otherwise effect a change in control thereof, of any kind whatsoever, or provide any non-public information to any third party in connection with an Acquisition Proposal or enter into any agreement, arrangement or understanding requiring the Estate to abandon, terminate or fail to consummate the proposed acquisition, or otherwise encourage or facilitate any of the foregoing. The Estate shall immediately notify the TJBL if any member of the Seller Group receives during the term of this letter agreement any indications of interest, requests for information or offers in respect of an Acquisition Proposal. The Estate represent and warrant that no member of the Seller Group is party to or bound by any agreement with respect to an Acquisition Proposal other than under this letter agreement.

This letter of intent shall not create any binding obligation on the part of any of the parties hereto to enter into the Definitive Agreement or to effect the proposed acquisition or any other transaction regarding the Assets, the Estate, nor shall this letter agreement create any other binding obligation except for the Term and Exclusivity Period above and the Governing Law and the Expiration Date set forth below. Such provisions will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. A binding agreement with respect to the proposed acquisition will result only from the execution of the Definitive Agreement and will be entirely subject to the terms and conditions contained therein.

This letter agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of South Carolina without giving effect to any choice of law rules that may require the application of the laws of any other jurisdiction (the "Governing Law").

This letter of intent will expire at 5:00 p.m., Eastern Time, on April 1, 2008, unless sooner accepted below (the "Expiration Date").

Based upon our experience, we are confident in our ability to structure a mutually beneficial transaction in a professional and timely manner. If you have any questions

regarding our interest, please feel free to contact me. Thank you for your consideration of our interest in this transaction.

Very truly yours,

TERRY LEE BROWN

THE JAMES BROWN LEGACY, INC.

By: _____
Terry Bradford Cox

AGREED AND ACCEPTED
_____, 2008

THE ESTATE OF JAMES BROWN

By: _____

THE IRREVOCABLE TRUST OF JAMES BROWN
Dated August 1, 2000

By: _____

CC: David B. Bell, Esq.
James Bailey, Esq.
John Sparks, Esq.
Steve A. Matthews, Esq.

EXHIBIT 40

This agreement made this 10th day of August, 2008, by and among the Attorney General of South Carolina, Larry Brown (natural child of the deceased), Daryl J. Brown (natural child of the deceased), individually and on behalf of his minor children Lindsey Delores Brown (age 17) and Janise Vanisha Brown (age 12), Venisha Brown (natural child of the deceased), Deanna J Brown Thomas (natural child of the deceased), individually and on behalf of her minor child Jason Brown-Lewis (age 17), Yamma N. Brown Lumar (natural child of the deceased), individually and on behalf of her minor children Sydney Lumar (age 8) and Carrington Lumar (age 6), Tonya Brown (grandchild of James Brown) individually, and Tommie Rae Brown (hereinafter "Tommie Rae") individually and on behalf of her minor child James Brown II.

The purpose of this agreement is to settle any and all differences among the parties above whose signatures appear below concerning the disposition, whether by will or otherwise, and/or transfer of any assets owned or controlled by James Brown, whether by will, intestacy, trust, or nonprobate means, state or federal law, and based on this, the parties hereto agree as follows:

B

1. All parties who sign below hereby recognize and stipulate, for all purposes and matters, that Tommie Rae was the legal wife of James Brown, during his lifetime and at the time of his death, and qualifies as his surviving spouse, and agree not to contest any claim by Tommie Rae by virtue of her status as surviving spouse and to file any and all appropriate pleadings and documents recognizing and stipulating said status as spouse.

2. All parties who sign below hereby recognize and stipulate, for all purposes and matters, that the children and grandchildren who sign below were and are the lawful and/or legitimate biological issue and heirs of James Brown during his lifetime and were in life at the time of his death, and qualify as his surviving issue, and all parties agree not to contest any claim by any child or grandchild by virtue of his or her status as lawful and/or legitimate issue or as an heir of James Brown and agree to file any and all appropriate pleadings recognizing and stipulating said status of the children and grandchildren named as lawful and/or legitimate issue.

M

3. All parties agree to say nothing negative in public or to any representative of the media about any of the parties hereto or about the terms of any settlement reached herein, whether about their roles in this litigation or their relative positions or status as an heir, child, issue, spouse, or as a grandchild and will further speak only through counsel or in Court about any matters relative to this case affecting or pertaining to each other or to this settlement. This agreement does not prevent any parties from publicly discussing events in court or Orders issued by the Court, so long as the parties are not critical of each other, nor does this agreement prevent any party from giving interviews or publishing books or articles about their lives, so long as they are not critical of each other nor commenting upon the terms of the settlement or the negotiations that lead thereto. The parties consent to an Order of the Aiken County Court of Common Pleas or to any appropriate Court to require the parties to comply with the terms of this paragraph of this agreement.

4. Tommie Rae, all children, and all grandchildren (if possible as to the grandchildren) agree to meet in person at a convenient time as soon as reasonably possible to reaffirm in person their mutual support and cooperation as a united group in support of the legacy of James Brown and in

LJB
CIBT
JORB
JORB
J.B.

further support of the agreements made herein

5. It is noted that all parties to this agreement have filed, at separate times, pleadings objecting to the validity of the August 1, 2000 Will of James Brown and the August 1, 2000 Irrevocable Trust. Tommie Rae, the children and grandchildren and the Attorney General of South Carolina (hereinafter the parties) have additionally agreed as follows:

- RB
- a) that a joint motion or other pleading will be filed seeking the removal of Mr. Robert Buchanan and Ms. Adele Pope as Personal Representatives of the Estate of James Brown and as Trustees of the August 1, 2000 Irrevocable Trust of James Brown, deceased and will mutually agree upon persons to appoint as successor representatives of the estate and trust pursuant to the provisions of applicable law
 - b) that a charitable trust substantially similar to the August 1, 2000 Irrevocable Trust (hereinafter the "Charitable Trust") shall be created and/or maintained and shall be valid and enforceable, including but not limited to the possibility of amendment to the August 1, 2000 Irrevocable Trust by agreement of all the parties hereto. The trustees of the trust shall include at all times one representative selected by the parties hereto who are clients of Levenson and one representative selected by Tommie Rae. The trust shall also include an advisory board that shall include some member(s) selected by the parties hereto who are clients of Levenson and one representative selected by Tommie Rae.
 - c) that there shall be no DNA testing of any children or grandchildren (or their issue) who are parties to this agreement and all such motions for same will be withdrawn or dismissed by consent of all parties hereto.
 - d) that the parties hereto will create an entity (the "settlement entity") that will receive any and all assets and or proceeds payable to any of the parties, now or in the future, by virtue of any rights of James Brown, any of the entities of James Brown, the Estate of James Brown, the August 1, 2000 James Brown Irrevocable Trust, the Charitable Trust, and/or any rights the parties hereto have as heirs, devisees, and/or successors to James Brown for any purpose, including not limited to copyright, royalty, persona, image, likeness, etc. The parties will divide any and all such assets and or proceeds in the following proportions for as long as such assets and proceeds are paid into said entity or any successor entity thereto: (1) 50% to Charitable Trust; (2) 25% to Tommie Rae Brown, which includes any share attributable to James Brown II; and (3) 25% to all parties hereto represented by Louis Levenson as they agree among themselves. Tommie Rae hereby waives any spousal right she may have to such assets to the extent that they might otherwise exceed 25% thereof. The parties hereto represented by Levenson waive any right they may have to such assets to the extent that they might otherwise exceed 25% thereof
 - e) All parties hereto waive any claim or right to seek forfeiture against any party pursuant to any in terrorem and/or no-contest clause under any will or trust of James Brown, and specifically agree that any and all contests that were brought were brought in good faith
- JB

and with probable cause.

- f) The promissory note and security deed currently due from the parties hereto represented by Levenson to the Estate of James Brown (with respect to the property known as Pops house, which is the home of the father of James Brown) will be marked satisfied and paid in full by the settlement entity for no additional payment being due.
- g) In the event that any party brings to the settlement entity any offer culminating in a contract to purchase property and/or rights from the settlement entity, if such party's efforts are disclosed to the estate or trust or the settlement entity acting for said estate or trust, then such party shall be entitled to a finder's or broker's fee as shall be negotiated to the extent reasonable and appropriate under applicable law.
- h) In the event that the property at 430 Douglas Drive, Beech Island, SC, is sold by the settlement entity, the parties hereto who are clients of Levenson shall have the right of first refusal to purchase said property at the Aiken County Tax Assessor's appraised value therefor as of the most recent assessment before the purchase. In the event the parties hereto who are clients of Levenson shall decline to exercise such right and close the sale within 120 days of the giving of the notice of the right of first refusal, then Tommie Rae shall have a right of next refusal for the next 120 days on the same terms as set forth above after she receives notice thereof.
- i) The parties agree that a trust similar to the Brown Educational Trust under the 2000 Irrevocable Trust will be established for the grandchildren of James Brown, and their issue, for as long as allowed under the applicable Rule Against Perpetuities, but in no event lasting for a period longer than 90 years from December 25, 2006. This Brown family educational trust shall be funded with a principal amount of \$2 million, which shall be carved out from the share of assets and proceeds payable to the Charitable Trust. Upon the termination of this Brown family educational trust, the remaining principal and any undistributed income shall be distributed to the charitable trust.
- j) The parties agree that any and all will and trust contests will be dismissed
- k) The parties agree to use their best efforts to extinguish any other outstanding interests or claims by any potential heir, devisee, or successor and to the extent the termination of such interest or claim requires payment, for such payment to be made from the settlement entity, which of necessity would be allocated among the parties to the settlement entity pro-rata in aliquot shares
- l) The parties agree that the settlement entity and/or the parties will endeavor to create an appropriate and respectful museum or other memorial burial place acceptable to the settlement entity in which to maintain the remains of James Brown, preferably at 430 Douglas Drive, Beech Island, if feasible. If such is not accomplished within 7 years from date, then in that event the remains will be interred in the cemetery where the parents of James Brown, currently are located in Augusta, GA, with the settlement entity paying

AB

Tom

HJP BT JNUB
JBT AB + B

J B

expenses of relocation. Parties hereto represented by Levenson, Tommie Rae, and James Brown II shall all have reasonable opportunities to visit privately the gravesite upon reasonable notice. The parties hereby waive any right to otherwise direct the location of the gravesite as a result of their status under law. The parties consent to an Order of the Aiken County Court of Common Pleas or to any appropriate Court to require the parties to comply with the terms of this paragraph of this agreement.

6. This agreement is a private binding agreement among the parties hereto. Although the parties hereto may agree to ask the Court to approve this agreement, this agreement remains binding among the parties and applies to personal representatives and trustees even if not approved by the Court.

7. This agreement is binding on the heirs, successors, and assigns of the parties hereto.

Feb

[Handwritten signature]

[Handwritten signature]
Attorney General

Joyce Braun

Alauna Braun Thomas
Alauna Braun Thomas for

Venisha Braun

Deanne Braun Thomas for

Yanna Braun

Tom

Larry Braun

[Handwritten signature]
8/10/08

[Handwritten signature] 8/10/08

[Handwritten signature] 8/10/08

EXHIBIT 41

STATE OF SOUTH CAROLINA)
 COUNTY OF AIKEN)
 Russell L. Bauknight, as Personal,)
 Representative of the Estate of James)
 Brown, Deceased, and as Trustee of)
 the James Brown 2000 Irrevocable)
 Trust,)
 and)
 James Brown Enterprises, Inc.)
 Plaintiffs,)
 v.)
 David G. Cannon, Albert H. Dallas,)
 Judge Alford A. Bradley, Joel Katz,)
 Greenburg Traurig, LLP and)
 Enterprise Bank of South Carolina,)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 SECOND JUDICIAL CIRCUIT

CIVIL ACTION NO. 2008-CP-02-0322

ORDER SUBSTITUTING PARTIES
 AND AMENDING ORDER GRANTING
 MOTION TO SEVER AND
 PROCEED SEPARATELY

FILED 4.8 2010 1:30 PM
 [Signature]
 C.C.C.P. & G.A.
 Deputy Clerk

This matter came before me on March 29, 2010 at 1:30 p.m. in Bamberg, South Carolina. Plaintiff named above moved to be substituted for Robert L. Buchanan, Jr. and Adele J. Pope herein, and to have all matters related to Albert H. Dallas severed.

This Court orally granted the severance on March 29 *sua sponte* without ruling on the substitution. The severance was confirmed by Order of this Court dated March 30, 2010.

Upon review of the record, this Court finds that confusion and potential prejudice to the parties may result from the severance of the Dallas claims and counterclaim - made on motion of Russell Bauknight - without first substituting Mr. Bauknight as the fiduciary herein. Based on the Court of Appeals Order dated November 6, 2009 in Case 2007-CP-02-0122 ("Case 122") this Court *sua sponte*, and pursuant to Rule 21, grants the substitution of Bauknight for Buchanan and Pope herein and modifies its severance order dated March 30, 2010 as set out below.

[Signature]
 APR - 8 2010
 C.C.C.P. & G.A., Aiken
 [Signature]

Background

Buchanan, Pope, Bauknight and Dallas all participated in the appeal of David G. Cannon in Case 122, and are bound by the holding of the South Carolina Court of Appeals therein dated November 6, 2009.

On November 6, 2009, prior to its final decision in the Cannon appeal, the Court of Appeals mandated that pending the appeal of Bauknight's appointment:

...
[A]t the same time the circuit court relieved P&B of their duties, it also placed upon Bauknight the fiduciary duty to manage and control the Estate and Trust. Thus, Bauknight should be substituted because the liability for mismanagement of the Estate or the Trust now falls on him, not P&B.
...

Buchanan and Pope have expressed in the record their consent to the substitution pending the appeal under the above Order.

The Counterclaim of Albert H. Dallas against Plaintiffs filed prior to the replacement of Buchanan and Pope, states:

...
3. Albert H. Dallas served as a Trustee to said Trust from the time of its creation to his wrongful removal as a Trustee in November 2007

4. Shortly after the death of James Brown on December 25, 2006 Plaintiffs conspired to engage in an intentional, tortious campaign to interfere with Dallas' existing and future relationship with the Trust without justification.

5. Plaintiffs tortious interference with Dallas' existing and prospective relationship with the Trust has continued to the present, resulting in damages to him, including attorney's fees.

Pursuant to this Court's order dated January 9, 2008 and their contract of engagement, Messrs. Few and Gilreath replied to Mr. Dallas' counterclaim against Plaintiffs and seek to dismiss it.

Irreparable harm could result to Plaintiff named above, as well as Buchanan and Pope, if Bauknight is not substituted so that Bauknight may properly prosecute all

claims and defend the counterclaim of Albert H. Dallas, which is against the Estate, the 2000 Trust, and JBE, Inc., and not Buchanan and Pope, individually.

Based on the foregoing, by *sua sponte* action of this Court, it is ORDERED, ADJUDGED AND DECREED:

1. Russell L. Bauknight is hereby substituted for Robert L. Buchanan, Jr. and Adele J. Pope herein, pursuant to the terms and conditions of the Order of the South Carolina Court of Appeals dated November 6, 2009.

2. As shown above, the name of Russell L. Bauknight shall replace that of Buchanan and Pope in this and all subsequent pleadings.

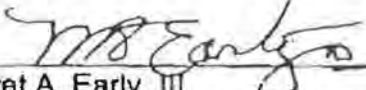
3. The Order of the Court dated March 30, 2010 in this case is amended to reflect the correct caption and as otherwise stated herein.

4. All claims against Albert H. Dallas as well as his counterclaims against Plaintiff, shall continue to be defended by Messrs. Few and Gilreath pursuant to this Court's Order dated January 9, 2008.

5. Except as modified herein, the Conclusion and Order dated March 30, 2010 shall remain in full force and effect.

5. Any party aggrieved by this Order shall have ten (10) days to object to same.

AND IT IS SO ORDERED.


Doyet A. Early, III
Resident Judge, Second Judicial Circuit

April 5, 2010
Aiken, South Carolina

EXHIBIT 42

Adele J. Pope

From: Alan Medlin [amedlin@sc.rr.com]
Sent: Friday, August 01, 2008 10:45 AM
To: Robert Rosen; adele@popelawfirm.com; Andrew Chandler; david@michellawoffice.com; Carter@eckb.com; Jean Lee
Subject: Re: DNA ORDER Rosen, Robert, 8037791698 - 2:02 min. for x107
Attachments: DNA order (1) medlin edit.doc



DNA order (1)
medlin edit.doc ...

I've tweaked Jean's a little.

We need to make similar changes to the scheduling order. Do you have your most recent version after comments?

----- Original Message -----

From: "Robert Rosen" <rnrosen@rosen-lawfirm.com>
To: <adele@popelawfirm.com>; <amedlin@sc.rr.com>; "Andrew Chandler" <Chandler@eckb.com>; <david@michellawoffice.com>; <Carter@eckb.com>; "Jean Lee" <JLee@eckb.com>
Sent: Friday, August 01, 2008 9:47 AM
Subject: FW: DNA ORDER Rosen, Robert, 8037791698 - 2:02 min. for x107

Is this OK to send to judge

-----Original Message-----

From: M Jean Lee [mailto:JLee@eckb.com]
Sent: Friday, August 01, 2008 9:43 AM
To: Robert Rosen; amedlin@sc.rr.com; Andrew W. Chandler; david@michellawoffice.com; T Heyward Carter
Subject: RE: DNA ORDER Rosen, Robert, 8037791698 - 2:02 min. for x107

See Attached

-----Original Message-----

From: Robert Rosen [mailto:rnrosen@rosen-lawfirm.com]
Sent: Thursday, July 31, 2008 5:45 PM
To: amedlin@sc.rr.com; Andrew W. Chandler; david@michellawoffice.com; T Heyward Carter; M Jean Lee
Subject: RE: DNA ORDER Rosen, Robert, 8037791698 - 2:02 min. for x107

Can one of you revise DNA order?

-----Original Message-----

From: Alan Medlin [mailto:amedlin@sc.rr.com]
Sent: Thursday, July 31, 2008 5:15 PM
To: Marcia Jones; Chandler@eckb.com; david@michellawoffice.com; Carter@eckb.com; jlee@eckb.com; Robert Rosen
Subject: Re: DNA ORDER Rosen, Robert, 8037791698 - 2:02 min. for x107

She's right about the grandchildren. I thought we were skirting that because we really didn't have standing so it suited me not to focus on the trust, but if she's for it and thinks that's how the judge ruled, then let's tweak the language per her suggestion. I had a 3.5 hour meeting this morning with AG and Terry Cox. Cox is no longer interested in buying the estate assets. He now wants to be part of a "team" to build back the brand, after which time his group might be interested in buying again. He claims the value of the estate has been significantly diminished because of Adolph. He said they were going to offer in the range of 65-70 M in November. Now he thinks we would get offers for 35-40M. Don't know what I think of him, but that part was interesting. Sonny of course was all over that so he can attack Adolph. Terry, who clearly gets much of his info from because they're afraid of DNA. He says they thinks the kids want to settle fire Louis but don't want to have to

pay him. \ .

I could be wrong, but he strikes me as a desperate snake oil salesman. He said that, based on much due diligence he's conducted, that James was in charge of his "family business" (the family being JB and the 3As) and that they did only what he told them. Seifert gets stronger and stronger.

----- Original Message -----

From: "Marcia Jones" <mjones@rosen-lawfirm.com>
To: <amedlin@sc.rr.com>; <Chandler@eckb.com>; <david@michellawoffice.com>;
<Carter@eckb.com>; <jlee@eckb.com>; <rnrosen@rosen-lawfirm.com>
Sent: Thursday, July 31, 2008 12:55 PM
Subject: DNA ORDER Rosen, Robert, 8037791698 - 2:02 min. for x107

<<121750085178.wav>>

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RUSSELL L. BAUKNIGHT, as Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf of Henry Dargan McMaster, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James Brown II; Daryl J. Brown, individually and on behalf of his minor child Janise Vanisha Brown; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor children Sydney Lumar and Carrington Lumar; Tonya Brown; Venisha Brown Larry Brown; and Terry Brown

and

HENRY DARGAN MCMASTER, in his capacity as Attorney General of the State of South Carolina; TOMMIE RAE BROWN, individually and on behalf of her minor child, JAMES BROWN II; DARYL J. BROWN, individually and on behalf of his minor child JANISE VANISHA BROWN; LINDSEY DELORES BROWN; DEANNA J. BROWN THOMAS; JASON BROWN-LEWIS; YAMMA N. BROWN, individually and on behalf of her minor children SYDNEY LUMAR and CARRINGTON LUMAR; TONYA BROWN; VENISHA BROWN; LARRY BROWN; and TERRY BROWN,

Plaintiffs

v.

Adele J. Pope and Robert L. Buchanan, Jr.,
Defendants

**IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT**

Civil Action No. 2010-CP-40-4900

2010 NOV -9 AM 9:21
COURT REPORTER
MICHAEL GARDNER

**ORDER DENYING DEFENDANTS'
MOTION TO CHANGE VENUE**

This matter came before the Court on August 30, 2010 for hearing on Defendants' Motion to Change Venue from Richland County to Aiken County. Counsel for all parties were

present. Other motions in this case were also heard on August 30 and separate Orders will issue with regard to those motions.

PROCEDURAL POSTURE

This is a judicial proceeding involving an irrevocable trust of James Brown dated August 1, 2000, as modified by a court-approved settlement agreement, whose sole, professional trustee administers the trust in Richland County, South Carolina. This irrevocable trust is distinguishable from the Estate of James Brown, the administration of which is in the Aiken County Probate Court.

The complaint alleges causes of action for breach of fiduciary duty, breach of trust, and negligence by former fiduciaries. Plaintiffs brought this action against Defendants by way of a Complaint filed May 19, 2010. Pursuant to Rule 8(a)(1), SCRPC, Plaintiffs asserted that jurisdiction was proper in the Richland County Probate Court. Pursuant to S.C. Code Ann. § 62-1-302(d) (1976, as amended), this matter was removed to the Court of Common Pleas of Richland County. Defendants filed a Motion to Change Venue to Aiken County.

FACTS

The original estate plan of James Brown included a Last Will and Testament which “poured over” the bulk of his estate to a separate, irrevocable trust known as the James Brown Irrevocable Trust that was created and funded on August 1, 2000. The James Brown Irrevocable Trust, by its terms, was to be divided into the Brown Family Educational Trust and the James Brown “I feel Good” Trust after his death.

After extensive litigation to determine the identification of beneficiaries, the ownership of assets, and the identification of fiduciaries, all beneficiaries of the estate and trust came to a global settlement and entered into a written settlement agreement. The Settlement Agreement is

attached to the complaint as Exhibit A. The Settlement Agreement was approved by the Honorable Doyet A. Early, III, on May 26, 2009, by an Order Approving Settlement Agreement, which is attached to the complaint as Exhibit B. Pursuant to the Settlement Agreement, the estate plan of James Brown was revised to create a "Settlement Entity" in which are vested all assets, including all royalties, tangible and intangible property of James Brown. The order provides that: "A charitable trust substantially similar to the August 1, 2000 Irrevocable Trust (hereinafter the "Charitable Trust") shall be created and/or maintained and shall be valid and enforceable." The order also affirmed the provision of the settlement agreement that a professional fiduciary, Russell Bauknight, would replace Buchanan and Pope as fiduciaries of both the Estate of James Brown and as trustees of the August 1, 2000, Irrevocable Trust of James Brown.

Plaintiffs are all of the beneficiaries of the settlement trust, including the South Carolina Attorney General. Defendants are former fiduciaries of Brown's estate and trust. This suit alleges mismanagement of the estate and trust by Defendants.

By Order of the Honorable Doyet A. Early, III, dated May 26, 2009, Russell L. Bauknight was named Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as well as Personal Representative of the Estate of James Brown. Management of the trust estate has taken place exclusively at Bauknight's offices at 1517 Gervais Street, Columbia, South Carolina, where all of the trust assets and trust records are maintained. This office is located in Richland County, South Carolina.

ANALYSIS

"The distinction between subject matter jurisdiction and venue is an important one in the law. The terms are not synonymous. Subject matter jurisdiction is 'the power to hear and

determine cases of the general class to which the proceedings in question belong.' On the other hand, venue is the place or geographical location of trial." Dove v. Gold Kist, Inc., 314 S.C. 235, 237-238, 442 S.E.2d 598, 600 (1994) (internal citations omitted). In South Carolina, venue refers to the county in which the action should be brought. In re Asbestosis Cases, 276 S.C. 579, 581, 281 S.E.2d 112, 115 (1981) (abrogated on other grounds by Whaley v. CSX Transp., Inc., 362 S.C. 456, 609 S.E.2d 286 (2005)). The Defendants allege that subject matter jurisdiction is improper. They confuse subject matter jurisdiction and venue. Subject matter jurisdiction over this suit is properly laid in the Circuit Court, having been originally filed in Probate Court and then removed from the Probate Court. See Order for Removal of July 19, 2010. Defendants also contend that venue should be in Aiken County. Plaintiffs assert that venue should remain in Richland County.

The South Carolina Trust Code has its own venue statute for proceedings involving trusts:

Except as otherwise provided in subsection (b), venue for a judicial proceeding involving a trust is in the county of this State in which **the trust's principal place of administration** is or will be located and, if the trust is created by will and the estate is not yet closed, in the county in which the decedent's estate is being administered.

S.C. Code Ann. § 62-7-204(a) (1976, as amended) (emphasis added). As shown above, James Brown did not have a testamentary trust created under his will, but rather an inter vivos trust, so the last phrase about the county in which the estate is administered is inapplicable. Courts must turn to a separate section of the Trust Code to determine what constitutes a trust's "principal place of administration":

Unless otherwise designated by the terms of a trust, the principal place of administration of a trust is **the trustee's usual place of business where the records pertaining to the trust are kept**, or at the trustee's residence if he has no such place of business.

S.C. Code Ann. § 62-7-108(a) (1976, as amended) (emphasis added). The statute designates the trustee's place of business, that is, the place where the records are kept, not the county of the trust settlor's residence or the county of residence of the trust beneficiaries, for a very practical reason. It is necessary for the courts in the place where the trust records are kept and the trust assets are held to deal with trust litigation. In the case at bar, the records of the trust are voluminous and occupy hundreds of bankers boxes.

The professional trustee in this matter is Russell L. Bauknight. Mr. Bauknight's usual place of business is at his accounting firm, Bauknight Pietras & Stormer, P.A., located at 1517 Gervais Street, Columbia, South Carolina 29201. The records pertaining to the trust are kept at this location, which is in Richland County, South Carolina. Further, the trust agreement itself does not designate a different principal place of administration.

Based on Sections 108(a) and 204(a) of the Trust Code, venue is proper in Richland County. Even if this Court were to determine that venue might be proper in either Richland or Aiken Counties, which it does not, the commencement of this proceeding in Richland County prior to any filing in Aiken establishes proper venue in Richland County. See S.C. Code Ann. § 62-7-204(c) (1976, as amended). This Court notes that the prior trustees, Pope and Buchanan, also administered the Irrevocable Trust in Richland County, as the August 10, 2007, order of Judge Early directed the trust records to be delivered to 1218 Taylor Street in Columbia, which was Pope's office.

Defendants argue that the matters raised in the complaint relate to an action previously filed in Aiken County. This Court disagrees. The complaint alleges causes of action which are completely distinct from the prior estate litigation among the beneficiaries and the former personal representatives of the estate. Section 62-7-201(b) of the South Carolina Trust Code

provides that "[a] proceeding under this section does not result in continuing supervisory proceedings." This trust litigation against the former trustees is unrelated to the prior litigation involving James Brown's estate or trust.

CONCLUSION

Venue is proper in Richland County because it is the principal place of administration for the trusts at issue in this litigation. Even if venue were also proper in Aiken County, the initial commencement of this action in Richland County requires that venue remain in Richland County.

IT IS THEREFORE ORDERED THAT Defendants' Motion to Change Venue is DENIED.


The Honorable L. Casey Manning
Circuit Judge

Signed this 8 day of Nov, 2010
at Columbia, South Carolina.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

RUSSELL L. BAUKNIGHT, as Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf of Henry Dargan McMaster, in his capacity as Attorney General of the State of South Carolina and others

and

HENRY DARGAN MCMASTER, in his capacity as Attorney General of the State of South Carolina; and others,

Plaintiffs.

v.

Adele J. Pope and Robert L. Buchanan, Jr.,
Defendants.

) IN THE COURT OF COMMON PLEAS

) Case No.: 2010-CP-40-4900

) ANSWERS OF ADELE J. POPE
) TO FIRST INTERROGATORIES
) OF PLAINTIFFS

JEANNETTE W. McBRIDE
C.C.P. & G.S.

JEANNETTE W. McBRIDE
C.C.P. & G.S.

2010 DEC 10 AM 10:22

2010 DEC -9 PM 12:41

RICHLAND COUNTY
FILED

RICHLAND COUNTY
FILED
9/2

TO: PLAINTIFFS OR THEIR COUNSEL:

Defendant Adele J. Pope, subject to objections as stated herein, answers Plaintiffs' First Set of Interrogatories as follows. Defendant Pope reserves the right to supplement these Answers at any time.

Interrogatory 1:

Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

Answer: In addition to Defendants, parties and witnesses designated by Plaintiffs:

- 1. **HENRY D. McMASTER, Plaintiff (former Plaintiff upon substitution)** - Written and

recorded statements, including:

a. More than 1 million pages of documents he or his staff reviewed, or were available for review, on or before **August 10, 2008**, including McMaster's WIS TV Statement of February 7, 2008; McMaster's public statements about his role in controlling the grand jury; McMaster's public statements about his role as Tax Collector; the records from his campaign for governor; and Affidavits, Exhibits, Orders, Transcripts, correspondence, emails, documents, depositions, accountings, Inventories, records, and videos in connection with the James Brown Probate, Circuit Court and Federal Court matters.

b. Additional documents described above & generated/acquired between August 10, 2008 and May 26, 2009.

c. Additional documents described above & generated/acquired between May 26, 2009 and the commencement of this action on May 19, 2010.

d. Additional documents described above & generated/acquired after May 19, 2010.

e. The documents from the Probate Court; Case 122; Case 322; Case 872, the Claims cases; the Dallas Bankruptcy; Case 1647; Case 1810; the Forlando Federal Suit; the Corbis/GreenLight Litigation, the Pullman Group Litigation, the Georgia proceeding to obtain the Powell Godlstein("PG") file; the David G. Cannon criminal indictments for years 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006 & uttering a forged document on November 12, 2008; the Cannon Appeal and decision dated November 6, 2009; the Dallas/Bradley appeal, dismissed November 2010; and probate file of Al Bradley, deceased.

[All such documents are in the possession or control of the Office of the AG or other Plaintiffs. See Custody Receipts of Russell L. Bauknight.]

2. **Alan Wilson** - Attorney General Elect - no recorded statements. See #1, above.

Alan Wilson
Willoughby & Hoefler, P.A.
930 Richland Street
Columbia, South Carolina 29201

3. **C. Havird "Sonny" Jones, Jr.** - written and recorded statements, as in #1, above.

C. Havird Jones, Jr., Esquire
Senior Assistant Attorney General
Office of the Attorney General

State of South Carolina
P.O. Box 11549
Columbia, SC 29211-1549

4. **S. Alan Medlin** - Numerous written and recorded statements in possession of Plaintiffs.

Alan Medlin, Esquire
1713 Phelps Street
Columbia, South Carolina 29205

5. **Asst. AG Mary Frances Jowers** - written and recorded statements as in #1, above.

Mary Frances Jowers, Esquire
Assistant Attorney General
Office of the Attorney General
State of South Carolina
P.O. Box 11549
Columbia, SC 29211-1549

6. **A G Staffer Sandra Matthews** - written and recorded statements as in #1, above.

Sandra Matthews
Office of the Attorney General
State of South Carolina
P.O. Box 11549
Columbia, SC 29211-1549

7. **Assistant AG J. C. Nicholson** - written and recorded statements as in #1, above.

J.C. Nicholson, III, Esquire
Assistant Attorney General
Office of the Attorney General
State of South Carolina
P.O. Box 11549
Columbia, SC 29211-1549

8. **Plaintiff Terry Brown** - written and recorded statements as in #1, above.

Terry Brown
c/o David B. Bell, Esquire
Bell & Bell Associates

619 Greene Street
Post Office Box 1011
Augusta, Georgia 30903-1011

9. **Ms. Inez Tenenbaum** - Written Statements in possession of Plaintiffs.
353 Blue Heron Court
Lexington, South Carolina 29072

10. **Dr. Leonard McIntyre** - Written Statements in possession of Plaintiffs.

Dr. Leonard A. McIntyre
Campus P.O. Box 8103
SC State University
300 College Street NE
Orangeburg, SC 29117

11. **Judge Walter Williams (Retired)** - Written Statements in possession of Plaintiffs.

12. **Dr. Ann Carmichael** - Written Statements in possession of Plaintiffs.

13. **Rita Cullum, Esquire** - Written Statement on file with Court, Copy with Plaintiffs.

14. **W. Steven Johnson** - Written Statement on file with Court, copy with Plaintiffs.

W. Steven Johnson, Esquire
TODD & JOHNSON, L.L.P.
609 Sims Avenue
P.O. Box 11262
Columbia, South Carolina 29211

15. **Terry Cox** - Written and Recorded Statements

Grahm Windsor Group
Atlanta, Georgia

16. **Jane Pope Cooper** - No written or recorded statements.

Jane B.M. Pope
48 W. 68th Street
New York, New York

17. **Deanna B. Thomas** - written and recorded statements as in #1, above.

Deanna J. Brown Thomas
c/o Kenneth B. Wingate, Esquire
Sweeny, Wingate and Barrow
1515 Lady Street
P.O. Box 12129
Columbia, South Carolina 29211

18. **Jason Brown Lewis** - Written Statements in possession of Plaintiffs

Jason Brown Lewis
c/o Kenneth B. Wingate, Esquire
Sweeny, Wingate and Barrow
1515 Lady Street
P.O. Box 12129
Columbia, South Carolina 29211

19. **Russell L. Bauknight** - written and recorded statements as in #1, above.

Russell L. Bauknight
1717 Gervais Street
Columbia, South Carolina 29201

20. **Freddie Kingsmore, Esquire** - Written Statements in possession of Plaintiffs.

Fred L. Kingsmore, Jr., Esquire
Nexsen Pruet Adams Klemmeier, LLC
1441 Main Street, Suite 1500
P.O. Drawer 2426
Columbia, South Carolina 29202

21. **David Black, Esquire** - written and recorded statements as in #1, above.

J. David Black, Esquire
Nexsen Pruet Adams Klemmeier, LLC
1441 Main Street, Suite 1500
P.O. Drawer 2426
Columbia, South Carolina 29202

22. **Rick Reames, Esquire** - Written Statements only.

Nexsen Pruet Adams Klemmeier, LLC
1441 Main Street, Suite 1500
P.O. Drawer 2426
Columbia, South Carolina 29202

23. **William Wilkins, Esquire** - written and recorded statements as in #1, above.
Nexsen Pruet Adams Klemmeier, LLC
1441 Main Street, Suite 1500
P.O. Drawer 2426
Columbia, South Carolina 29202
24. **Harley Ruff, Esquire** - written and recorded statements in possession of Plaintiffs.
Harley D. Ruff, Esquire
Ruff & Ruff, LLC
17 Professional Village Circle
Beaufort, South Carolina 29907
25. **Forlando Brown** -written and recorded statements as in #1, above.
Forlando J. Brown
c/o David B. Bell, Esquire
Bell & Bell Associates
619 Greene Street
Post Office Box 1011
Augusta, Georgia 30903-1011
26. **Romunzo Brown** - written and recorded statements as in #1, above.
c/o David B. Bell, Esquire
Bell & Bell Associates
619 Greene Street
Post Office Box 1011
Augusta, Georgia 30903-1011
27. **Daryl Brown** - written and recorded statements as in #1, above.
c/o Kenneth B. Wingate, Esquire
Sweeny, Wingate and Barrow
1515 Lady Street
P.O. Box 12129
Columbia, South Carolina 29211
28. **Larry Brown** -written and recorded statements as in #1, above.
c/o Kenneth B. Wingate, Esquire
Sweeny, Wingate and Barrow
1515 Lady Street
P.O. Box 12129
Columbia, South Carolina 29211

29. **Venisha Brown** -written and recorded statements as in #1, above.
c/o Kenneth B. Wingate, Esquire
Sweeny, Wingate and Barrow
1515 Lady Street
P.O. Box 12129
Columbia, South Carolina 29211

30. **Ray Gonzalez, Esquire** - Written Statements only in possession of Plaintiffs.
Ray Gonzalez, Esquire
Zumwalt, Almon & Hayes PLLC
1014 16th Ave South
Nashville, TN 37212

31. **Art Gold, Esquire** - Written and recorded statements.
Gold & Coulson
Chicago, Illinois

32. **Leon Friedman, Esquire** - Written statements only
Leon Friedman, Esquire
148 East 78th Street
New York, New York 10021

33. **Larry Fridie** - Written and Recorded Statements
Address Unknown

34. **Freida Carter** -written and Recorded Statements
Address Unknown

35. **Albert H. "Buddy" Dallas** -written and recorded statements as in #1, above.
Albert H. Dallas, Esquire
304 Black Street, S.E.
P.O. Box 1150
Thomson, GA 30824-1150

36. **David G. Cannon** - written and recorded statements as in #1, above.
David G. Cannon
P.O. Box 865
Barnwell, SC 29812

37. **Keith Babcock, Esquire** - written and recorded statements as in #1, above.
Keith M. Babcock, Esquire
Lewis & Babcock, LLP
Post Office Box 11208

Columbia, South Carolina 29211

38. **Jonathan Harling, Esquire** -written and recorded statements as in #1, above.
W. Jonathan Harling, Esquire
Lewis & Babcock, LLP
Post Office Box 11208
Columbia, South Carolina 29211
39. **Ariel King, Esquire** -written and recorded statements as in #1, above.
Ariel E. King, Esquire
Lewis & Babcock, LLP
Post Office Box 11208
Columbia, South Carolina 29211
40. **Stan Jackson, Esquire** - written and recorded statements as in #1, above.
Stanley G. Jackson, Esquire
321 1/2 Newberry St., SW
Aiken, SC 29801
41. **Wayne Byrd, Esquire** -written and recorded statements as in #1, above.
R. Wayne Byrd, Esquire
Turner Padget Graham & Laney, PA
P.O. Box 2116
Myrtle Beach, South Carolina 29587
42. **Audra Byrd, Esquire** - written and recorded statements as in #1, above.
Turner Padget Graham & Laney, PA
P.O. Box 2116
Myrtle Beach, South Carolina 29587
43. **David Yount, Esquire** - written statements only, in possession of Plaintiffs
Address unknown
44. **Louis Levenson, Esquire** - Written and recorded statements, as in #1, above.
Louis Levenson, Esquire
Levenson & Associates
125 Broad Street, SW
Atlanta, Georgia 30303
45. **Jay Ross, Esquire**
Jay B. Ross and Associates, PC
840 W Grand Ave
Chicago, Ill. 60642

46. **Jerome Hoesch, Esquire** - Written Statements. Also see GT file.
Address to be supplied if needed
47. **William Shearer, Esquire** - Written and Recorded Statements. See PG file.
Bryan Cave, LLP
One Atlantic Center, Fourteenth Floor
1201 Peachtree Street, NW
Atlanta, Georgia 30309
48. **James Gilreath, Esquire** - Written and Recorded Statements. See Case 322 files.
James R. Gilreath, Esquire
The Gilreath Law Firm, P.A.
110 Lavinia Avenue
P.O. Box 2147
Greenville, SC 29602
49. **Kendall Few, Esquire** - Written and Recorded Statements. See Case 322 files.
J. Kendall Few, P.A.
95 Stillhouse Ridge
Greer, SC 29650
50. **William Tucker, Esquire** - Written and Recorded Statements. See Probate files.
Address to be supplied if needed.
51. **William Custer, Esquire** - Written and Recorded Statements. See Probate files.
Bryan Cave, LLP
One Atlantic Center, Fourteenth Floor
1201 Peachtree Street, NW
Atlanta, Georgia 30309
52. **William Hammond, Esquire** - Written and Recorded Statements in Possession of
Plaintiffs.
Hull, Towill, Norman, Barrett & Salley, P.C.
801 Broad Street, Suite 700
Augusta, Georgia 30901
53. **Dewain Herring** - Written Statements in possession of plaintiffs
Address to be supplied if needed
54. **Rodney Peeples, Esquire** - written and recorded statements in possession of
plaintiffs
Rodney A. Peeples, Esquire
Post Office Box 426
Barnwell, South Carolina 29812

55. **Robert Rosen, Esquire** - written and recorded statements in possession of plaintiffs

Robert N. Rosen, Esquire
Post Office Box 1840
Charleston, South Carolina 29402

56. **Jennifer Dempsey, Esquire** – written statements in possession of plaintiffs

Jennifer B. Dempsey, Esquire
Bryan Cave, LLP
One Atlantic Center, Fourteenth Floor
1201 Peachtree Street, NW
Atlanta, Georgia 30309

57. **David B. Bell, Esquire** - written and recorded statements in Possession of Plaintiffs and in Case 322 file

David B. Bell, Esquire
Bell & Bell Associates
619 Greene Street
Augusta, Georgia 30903-1011

58. **Heyward Carter, Esquire** - written statements in possession of Plaintiffs

T. Heyward Carter, Jr., Esquire
Andrew Chandler, Esquire
Evans, Carter, Kunes & Bennett, PA
115 Church Street
PO Box 369
Charleston, South Carolina 29402-0369

59. **Forbes Magazine Staff** - written statements in the public domain and available to Plaintiffs

60. **Staff of GreenLight** - confidential information and general information in the public domain

61. **Ebony Magazine** - information in the public domain

62. **Frank McGaughey, Esquire** – written statements in possession of plaintiffs

Frank S. McGaughey, Esquire
Bryan Cave, LLP
One Atlantic Center, Fourteenth Floor
1201 Peachtree Street, NW
Atlanta, Georgia 30309

63. **Tommie Rae Hynie Brown** – written and recorded statements as in #1, above.

Tommie Rae Hynie Brown
c/o Robert N. Rosen, Esquire
Post Office Box 1840
Charleston, South Carolina 29402

Interrogatory 2:

Give the names and addresses of every person known to you to have information concerning the administration of the Estate of James Brown or the 2000 Irrevocable Trust.

Answer:

See Answer to Interrogatory #1, above and #7, below. Tressa T. H. Hayes, Esquire, James D. Bailey, Esquire; William Sellars, Esquire; Alan Rothschild, Esquire; Matthew Ballenger, Esquire; James Richardson, Esquire; Christie's; Staff of S. C. State Museum; Staff of Augusta Museum of History; Staff of I. P. Stanback Museum & Planetarium; Dr. Michael Einhorn; Heyward Carter, Esquire other names contained within the files delivered to Russell Bauknight in June 2009.

Interrogatory 3:

Give the names and addresses of every professional retained by you to advise you in your duties as Personal Representative of the Estate of James Brown or as Trustee of the 2000 Irrevocable Trust.

Answer:

See Answer to Interrogatories #1 and 2, above and #7, below.

Interrogatory 4:

Give the names and addresses of every person or entity to whom you delegated any of your duties as Personal Representative of the Estate of James Brown or as Trustee of the 2000 Irrevocable Trust.

Answer:

Defendants did not delegate their duties. They were assisted by various individuals, as designated in Interrogatories #1, #2 and #7.

Interrogatory 5:

Give the names and addresses of every person whom you consulted that provided information, analysis or recommendations that you relied upon in carrying out your duties as Personal Representative of the Estate of James Brown or as Trustee of the 2000 Irrevocable Trust.

Answer:

See Answer to Interrogatories #1 and #2, above and #7, below.

Interrogatory 6:

List the names and addresses of any expert witness whom the party proposes to use as a witness at the trial of the case.

Answer:

Defendants have not identified experts at this time, other than those, including Defendants, who are listed above or were identified as experts in other James Brown matters or who may be both fact and expert witnesses.

Interrogatory 7:

For each person known to the parties or counsel to be a witness concerning the facts of this case (to include every person identified in your responses to these interrogatories) set forth a summary sufficient to inform the other party of the important facts known to or observed by such a witness, or provide a copy of any written or recorded statements taken from such witness.

Answer:

1. **HENRY D. McMASTER, Plaintiff (former Plaintiff upon substitution)** - McMaster has knowledge of the following:

The James Brown Estate and 2000 Trust Intended to Support Education

- a. By early 2008 McMaster knew that Brown's valid Estate Plan excluded all of his children and all past and future spouses from his music empire -- and that none were beneficiaries of the 2000 Trust. He knew James Brown's music empire, with a value between \$80 - \$120 Million, was given solely to education.
- b. By mid-2008 records in McMaster's office and elsewhere show that Jones had developed a close relationship with, and reliance upon, Alan Medlin, whose client's interest was directly adverse to the Estate Plan of James Brown.
- c. By mid-2008 McMaster's office had information to confirm that PG was simultaneously working for Dallas & Cannon (even though both denied it), as well as for their joint venturers Cox, Terry Brown, Forlando and TJBL, LLC.
- d. McMaster is expected to testify that on July 30, 2008 reliable information from voluminous records, fiduciaries, Leon Friedman, Atty. Bill Hammond, Terry Cox and others placed the gross value of the James Brown assets at between \$80 Million and \$120 Million.
- e. McMaster has information that Brown's Royalties to more than 800 songs and Publicity Rights are Brown's primary assets, and are of approximately equal value.
- f. McMaster is expected to confirm that by mid-November 2007 his office knew Dallas & Cannon had secretly attempted to move the James Brown 2000 Trust to Georgia to escape scrutiny of the S. C. Courts.
- g. McMaster is expected to testify that he was fully aware from and after December 5, 2007 that TJBL's \$100 million offer could not be accepted, and why.
- h. Beginning in November 2007 McMaster's office tried to control the attorney who would seek recovery of the more than \$7 million Cannon had taken. A January 7, 2008 order rejected McMaster's attempt.
- i. McMaster is expected to testify that on July 12, 2008 he asked the Court of Appeals to approve the Christie's sale, which was approved and held July 17.

The Secret Settlement Which Destroyed Brown's Estate Plan

- a. McMaster is expected to testify that but for his actions on August 10, 2008, the "I Feel Good" foundation would have been South Carolina's largest private foundation dedicated solely to scholarships for needy and deserving students.
- b. McMaster has information related to when and why he authorized the

secret August 10, 2008 mediation.

- c. McMaster is expected to testify about Jones' secret meeting with Alan Medlin, Terry Cox and others on or about July 31, 2008.
- d. McMaster is expected to testify that in July 2008 he authorized a secret mediation to be conducted without the PR/Trustees of Brown's Estate & the 2000 Trust.
- e. McMaster is expected to testify that as a result of the secret mediation he signed a private agreement on August 10, 2008 to transfer about \$40 million of James Brown's assets to non-beneficiaries of the 2000 Trust.
- f. On August 10 McMaster contracted, in what was described as a "binding private agreement," to give over half of what Brown gave the 2000 Trust to non-beneficiaries specifically excluded by James Brown.
- g. McMaster is expected to testify that he was repeatedly warned that the actions of his Sr. Assistant AG Jones were troublesome and damaged the Estate Plan of James Brown and The James Brown "I Feel Good" private foundation.
- h. McMaster is expected to testify that on January 30, 2009 his office contracted to give Terry Brown, represented by Powell Goldstein ("PG"), a right of first refusal to purchase all of the James Brown assets.
- i. McMaster has information related to his January 30 agreement with Terry, which increased the loss to James Brown's Estate Plan to about \$50 million -- taking more than 65% of the assets intended for the "I Feel Good" private foundation.
- j. McMaster is expected to testify that Terry Brown was given nothing in the 2000 Trust, and McMaster's records confirmed Terry was a joint venturer with Cannon and Dallas in the venture from which Cannon & Dallas were seeking options or a "kickback".
- k. McMaster is expected to explain why Jones predicted to the Supreme Court in 2010 that Brown's assets were worth only \$12 million at Brown's death, and whether McMaster authorized such representation.
- l. McMaster is expected to testify about the evidence presented to him by Rosen, Medlin and Levenson in support of his decision to take more than 65% from the Trust.
- m. McMaster is expected to testify he knows Dallas filed bankruptcy in Georgia, listing a \$6 Million claim against the Estate/Trust as his primary asset.

n. McMaster is expected to testify as to when and how he, Tommie Rae Hynie and the Brown Family, LLC formed the "Legacy Trust", and any amendments.

Policy Issues Raised By This Suit and McMaster's Takeover of Brown Estate and Private Foundation

- a. McMaster is expected to testify that McMaster's office has never before joined with private individuals, including non-residents of SC, to bring a tort suit for money damages against S. C. private citizens for the benefit of his private Co-Plaintiffs.
- b. McMaster is expected to explain why he thought it was proper for the State to take over James Brown's private property, including his estate and non-charitable trust.
- c. McMaster is expected to testify how allowing Attorneys General to take over and control the private property deceased South Carolina citizens have left in carefully created estate plans raises serious economic, constitutional and regulatory problems.
- d. McMaster is expected to testify that if the Attorney General can take over any private foundation – and give it to people the Settlor intended to disinherit – many citizens of South Carolina may elect not to create private foundations.
- e. McMaster is expected to testify that estates and private foundations are private property which should not be appropriated by the State acting through its Attorney General.
- f. McMaster is expected to testify why he believes that entering into a private agreement with non-beneficiaries of the James Brown 2000 Trust, giving them and their lawyers more than 65% of the Trust, in his view, benefitted the public.

McMaster's Knowledge Of or Acquiescence in Acts Of His Office

- a. McMaster is expected to testify the Georgia AG entered Case 122 *pro hac vice* under Mc Master, and both sought to overturn the order accepting Dallas' resignation.
- b. McMaster is expected to testify of his knowledge in 2007 that Cannon and Dallas had filed more than \$10 million of claims against the Estate, and that he knows such claims are frivolous.

c. McMaster has information related to when and how he learned of the forged "compensation agreement" uttered by Cannon on November 12, 2008 for the purpose of discrediting Buchanan and Pope.

d. McMaster is expected to confirm his knowledge of New York Ethics Opinion 06-06 and how his office reconciled taking over a private foundation and an estate with his duties related to criminal enforcement, tax enforcement and charitable regulation.

e. McMaster is expected to confirm the validity and authenticity of documents generated and received by his office.

Failure to Follow Procedures and/or Take Corrective Action

a. McMaster is expected to testify that in 2007 Jones established a close relationship with Dallas, Cannon and their advisors, in which Dallas revealed that he had filed a false motion and false stipulation about the ownership of Brown's company, James Brown Enterprises, Inc. (JBE, Inc.); and that Dallas/Cannon had secretly appointed William Hammond trustee of the 2000 Trust after Buchanan/Pope discovered that Cannon took \$900,000 from the 2000 Trust in 2006.

b. McMaster is expected to testify that his office never commenced any civil action against Albert "Buddy" Dallas, even though McMaster was aware that Dallas and David G. Cannon misappropriated more than \$10 Million from James Brown and the 2000 Trust.

c. McMaster is expected to testify that he never commenced any civil action against David Cannon even though he was aware of both Cannon's \$10 Million+ misappropriations and a forgery uttered by Cannon on November 12, 2008 intended to discredit Buchanan and Pope.

d. McMaster is expected to testify that he never secured PG's Estate/ 2000 Trust file, which contains additional details of the Cannon/Dallas joint venture, even though Dallas was directed to deliver it in an Order dated August 10, 2007 consented to by Cannon, Dallas and Bradley.

e. McMaster is expected to testify that his office never commenced any civil action to recover funds from Cannon.

f. McMaster has information confirming that Jones' actions have delayed and damaged the possibility for recovery from Dallas and Cannon.

- g. McMaster has information that he either authorized or acquiesced in Bauknight's failure to collect the approximately \$1.2 million cost of Case 122 from any of Dallas, Cannon or Bradley.
- h. McMaster is expected to testify that he either authorized or acquiesced in Bauknight's failure to recover any costs of the federal suit for the 2000 Trust.
- i. McMaster is expected to testify that on December 5, 2007 Jones asserted "Joe Katz" was the man to see about the \$100 Million offer, but McMaster's office never asked or required Dallas to deliver the 55,000 page file or 5,000 emails of Greenberg Traurig ("GT), despite Dallas' direction in the August 10 Order to do so.
- j. McMaster is expected to testify that the engagement of Sweeney, Wingate and Barrow violated McMaster's own procedures for hiring outside counsel.
- k. McMaster has information that in November 2007, Jones intentionally delayed the engagement of counsel to seek redress against Cannon even though it was already known that he had taken almost \$6 million.
- l. McMaster has information that not one penny has been recovered by him or Bauknight from Cannon or Dallas from September 2007 through November, 2010.
- m. McMaster has information that Cannon was indicted in February 2010, but was not tried during his administration.

Campaign Activities

- a. During the relevant time McMaster was the Attorney General of South Carolina ("AG") and an unsuccessful candidate for governor.
- b. McMaster is expected to testify that this suit was brought by McMaster's office, in part, to force Buchanan and Pope to sign a document agreeing not to criticize McMaster or his actions. [See Comp.]
- c. McMaster has information that Mark Barrow of Sweeney, Wingate & Barrow made a \$1,000 contribution to McMaster's campaign just after this suit was filed.
- d. McMaster is expected to testify that he personally solicited at least one large contribution from a James Brown attorney who, after consultation with the clients, declined to contribute.

Buchanan and Pope Attacked for Defending Brown Estate Plan

- a. On **July 30, 2008**, with the knowledge described below, McMaster wrote Buchanan and Pope confirming his support for them as permanent Trustees of the 2000 Trust. [Exhibit A]
- b. Eleven days later, on **August 10, 2008**, in a secret mediation attended by Sr. Assistant AG Jones, McMaster contracted to replace Buchanan/Pope with a trustee selected by him and by non-beneficiaries of the 2000 Trust.
- c. McMaster has information that counsel for Plaintiff Tommie Rae and others threatened Buchanan and Pope with this suit if they did not drop the appeal which is now described in their Initial Brief [Exhibit B].
- d. On December 14, 2007 McMaster objected to the November 20 Order appointing Buchanan/Pope and accepting Dallas' resignation, using affidavits of Dallas and his associates.
- e. By early 2008 McMaster knew that Jones about November 27 promised investor Cox (who was seeking to purchase the Brown assets), and others, that he was armed to proceed to remove Buchanan & Pope and would find a new trustee for Cox to work with.
- f. By the first half of 2008 McMaster knew Buchanan and Pope repeatedly and respectfully raised their concerns about Jones' close relationship with Cannon and Dallas, and the damage Jones was causing.
- g. By April 2008 McMaster knew that Brown's 1999 Estate Plan, for which alternate probate was sought by Buchanan & Pope, was almost identical to his 2000 Estate Plan, giving Brown's entire music empire to education, with "I Feel Good" Scholarship going to Voorhees, U.S.C. Salkehatchie & U.S.C. Aiken.
- h. By July 30 McMaster's office had fully investigated all actions of Buchanan & Pope and had not timely appealed the findings, after hearings, of the propriety of their actions in the August 10, 2007, January 8, February 20, March 7, April 1 and April 8 Orders in Case 122.
- i. McMaster is expected to testify that in the August 10 private agreement he also contracted with non-beneficiaries to try to oust Buchanan and Pope, whose actions he had just approved. [See Exhibit A]
- j. McMaster is expected to testify that instead of asking Buchanan and Pope for their input regarding a settlement, McMaster's office relied heavily on Alan Medlin, a U.S.C. professor whose client's interest is directly adverse to the James Brown "I Feel Good" Trust.
- k. McMaster is expected to testify that on February 7, 2008 McMaster appeared

on WIS Television and falsely accused Buchanan and Pope of simultaneously working for "the family and the poor kids" and asserting that their actions "went far past the stop sign of conflict of interest."

l. McMaster has information that his office tried to force Buchanan and Pope to hire lawyers selected by McMaster to conduct the Estate and Trust's business, and that Jones was enraged when they declined to do so.

m. McMaster is expected to testify about his decision to get rid of Buchanan and Pope and replace them with Bauknight.

2. Alan Wilson, Esquire - Attorney General Elect

Attorney General Wilson is expected to have knowledge of the following facts:

- a. When he first learned of Case 4900.
- b. Which of Mr. McMaster's positions with respect to the right of an Attorney General to take over the private property of estates of South Carolinians he is attempting to enforce.
- c. Whether he has ratified the contingency fee contract of AG McMaster, Tommie Rae Brown, Terry Brown, Jason Lewis and others with Sweeney, Wingate and Barrow, and if so the terms of the contract and any amendments.
- d. Whether the fact that Julie Houston is the mother-in-law of his brother's wife impacts his ability to work with Sweeney, Wingate & Barrow.
- e. Whether he supports joining Tommie Rae Brown and Terry Brown in a private suit against Buchanan and Pope for their benefit, and what public interest he believes is served thereby.
- f. Whether the Attorney General continues to support the right asserted by McMaster to take over private foundations; completely rewrite estate plans; and convert private foundations to public charities without the consent of the trustees.
- g. His position on all matters raised above with respect to McMaster.
- h. Whether he will obtain the 55,000 documents and 5,000 emails of the GT file which Bauknight failed to recover for more than a year; or the PG file, which Bauknight has not acquired.

i. His opinion as to action Bauknight has taken to enhance the Publicity Rights of James Brown since the AG's office joined Tommie Rae, Terry Brown & others in rejecting the CORBIS/GreenLight settlement and 2-year Publicity Rights contract for May 1, 2009 - May 1, 2011.

j. The impact of McMaster's asserted right to take over private foundations and estates which give to charity on South Carolina citizens, charitable giving in South Carolina, and those seeking to relocate to South Carolina.

Wilson is expected to testify based on documents in possession of Plaintiffs and Defendants.

2. **C. Havird "Sonny" Jones, Jr.** - is expected to testify as follows:

a. Jones has information about all of the issues about which McMaster has information and is expected to have information about issues about which Wilson has information. [See #1 and #2, above].

b. Jones has information related to the facts contained in the documents stated in Paragraph I A - E of the Answer to Interrogatory # 1.

c. Jones has information regarding his false accusations of impropriety on the part of Buchanan and Pope, beginning November 21, 2007, which were refuted by the Court, after hearing.

d. Jones is expected to share information concerning the AG's knowledge of threats to ruin Buchanan and Pope if they continued to defend James Brown's Estate Plan.

4. **S. Alan Medlin** - Medlin has information regarding the following facts:

a. Medlin is one of six attorneys for Tommie Rae Hynie Brown in the Aiken County James Brown cases.

b. Tommie Rae was specifically excluded from both the Will of James Brown and the James Brown 2000 Irrevocable Trust.

c. Medlin has information about: the Orders dated February 19, March 7, August 10, August 19, and November 20, 2007, and January 8, February 20, March 7, April 1, and April 8, 2008 in Case 122; the events, hearings and transactions leading up to these orders and the actions taken after them; Case 1647 and Case 4900.

d. Medlin has information about his duty to represent the interest of Hynie Brown – and not the best interest of the Estate Plan of James Brown.

e. Medlin has information related to his involvement with the AG's office, the secret mediation, accounting concerns, and other issues related to the Brown estate, 2000 Trust and foundation.

5. Assistant AG Mary Frances Jowers - Ms. Jowers has the following knowledge:

a. She was invited to each weekly meeting of Buchanan and Pope as PR/Trustees, and attended several.

b. She was closely involved during the period that Court approval of the Christie's sale was being ordered [See email dtd. 2/08].

c. She has information about the progress of the Lukich case

d. Buchanan or Pope's books, records, reports and explanations of all of their actions or any inaction were available to her at all times.

6. A G Staffer Sandra Matthews - Ms. Matthews has knowledge about:

a. Her audit, and the audit of other members of the AG's staff, of Buchanan and Pope's records as well as the Brown Historical Records and those of Dallas and Cannon.

b. Her review of the Estate Tax Return of James Brown.

7. Assistant AG J. C. Nicholson - has knowledge of the trials in which the AG's office is involved.

8. Plaintiff Terry Brown - Has knowledge of facts contained within the record, including:

a. His sworn testimony as to the validity of James Brown's Estate Plan.

b. The six grievances he and his 2 sons filed against Levenson in February 2008 because Levenson, their former lawyer, challenged the validity of Brown's 2000Trust and Will.

c. The facts and affidavits he filed with the grievance committees about Levenson and the validity of his Father's Estate Plan.

- d. His joint venture with Cannon, Dallas and Cox.
- e. His statements to Mrs. Pope after 2 days of hearings in November, 2009.
- f. His insistence in January 2010 that Brown's Estate Plan be upheld, which he withdrew when Jones gave him almost 5% of Brown's assets and a right to buy all of James Brown's assets.

9. Ms. Inez Tenenbaum - former State Superintendent of Education and member of the Advisory Board of the 2000 Trust has knowledge that she served on an Advisory Committee, and then the Advisory Board and recommended Dr. Leonard McIntyre to serve, and that she resigned in connection with a federal post.

10. Dr. Leonard McIntyre - has knowledge of the following facts:

- a. S. C. State alums helped preserve James Brown's memorabilia and had an exhibition which was lauded by many.
- b. His service on the Advisory Committee to the "I Feel Good" Trust, and then the Advisory Board.

11. Judge Walter Williams (Retired) - has knowledge of facts about his service on the Advisory Board

12. Dr. Ann Carmichael - Has knowledge of the facts related to her service on the Advisory Board.

13. Rita Cullum, Esquire - Has knowledge as stated in her affidavit on file in Case 122 that she was asked, and opined, about the propriety of service of the same person(s) as PR and Trustee in a unified Estate Plan.

14. W. Steven Johnson - has knowledge of the facts stated in his affidavit on file in Case 122, copy in possession of Plaintiffs.

15. Jane Pope Cooper - Along with other family members, has knowledge of the following facts:

- a. That her mother, Adele Pope, was devoted to the task of properly carrying out her duties to the Estate, 2000 Trust and Estate Plan of James Brown.
- b. Between 2007 and 2010 almost the only time she was with her mother and her mother was not working on James Brown matters was a short period before Jane married on December 6, 2008. Expected to testify that Mrs. Pope's love of

education and sense of duty have been apparent throughout.

16. Deanna B. Thomas - has knowledge of the following:

- a. She is not a beneficiary of the 2000 Irrevocable Trust, and receives only 1/6 of Brown's personal and household effects ("PHE"), reduced by Estate Taxes and subject to the *In Terrorem* clause.
- b. Facts in her deposition given on October 31, 2007 and affidavits and testimony on file in Aiken County and her suit against Brown.
- c. Facts from the Brown Family Foundation;
- d. Facts from her service with Dallas and Cannon as POA and Trustee.
- e. Facts from working with Fridie and Herring of Brown's estate plan.
- f. Facts from Brown's family meeting to explain that he was not going to provide for the family as they wanted.
- g. Facts about Brown's love of education and desire to give back to the poor.
- h. Facts about her attempt, with Yamma, to raise \$200 Million from investors to obtain Brown's assets.
- i. Facts about her relationship and negotiations with Dallas and Cannon.
- j. Facts about her negotiations with Hynie Brown.
- k. Facts about her service as attorney-in-fact with Cannon and Dallas for about 7 years before Brown's death, and about going with Cannon to pick up James Brown's estate planning file together.
- l. Facts about Debra Opri's appearance, at the family's request, on the Larry King show after Brown's death to confirm that Brown was not married to Tommie Rae at his death; and that Brown's 2000 Trust was in existence.
- m. Deanna has information about and was involved in, the efforts by Pinnacle (Darren Lumar) and her sister Yamma to find investors to put in \$200 million for the James Brown assets.
- n. Deanna is expected to testify that at a meeting held at the Lumar home in early 2007 she, Yamma, Levenson, Yount and others planned the takeover of the James Brown assets.

- o. Deanna is expected to testify that James Estate Plan is consistent with his wishes as she stated in her deposition and that she advised Levenson if her father's wishes were carried out she and five of her siblings are entitled to Brown's personal and household effects.
- p. Deanna is expected to testify that she commenced Case 122 on behalf of her minor child, asserting his status as a recipient of education benefits under the 2000 Trust; and her own status as a recipient of personal property only under Brown's Will - as confirmed in affidavits on file.
- q. Deanna is expected to testify that on the day of the Christie's sale, July 17, 2008, she appeared on television in New York attempting to chill the bidding on the sale.
- r. Deanna is expected to admit that she either joined or acquiesced in Tommie Rae's February 2009 "Emergency Motion" which resulted in the Estate/Trust being unable to complete a court-approved "Right of First Offer" which would have provided a fair market value for the James Brown Assets.
- s. Deanna is expected to admit that he either joined or acquiesced in rejecting the GreenLight 2-year Publicity Rights contract, to run from May 1, 2009 until May 1, 2011, causing loss and thwarting the ability to establish the true value of Brown's assets.

18. Jason Brown Lewis - has information regarding the matters relating to Deanna, above.

19. Russell L. Bauknight - has information related to his due diligence in recommending the settlement; has information related to each of the witnesses herein; has information re: the value of Truste/Estate assets; failure to collect from Cannon and Dallas; failure to execute GreenLight 2-year Agreement; Estate and Income Tax issues; information about the 10 attorney he engaged in 2009 to conduct the estate's administration; information about Black's directed to Few & Gilreath not to speak to Buchanan/Pope about confidential matters, etc.

20. Freddie Kingsmore, Esquire - personal attorney to Bauknight. Has information regarding Bauknight's actions. Has information about the June 2, 2009 meeting with Buchanan & Pope.

21. David Black, Esquire - has information related to the various \$90 - \$102 Million offers made for the James Brown assets between October 2007 and March 2008; the \$200 Million prospectus prepared by Levenson clients in early 2007, just after the death of James Brown; the approximately \$400,000 per year reported by Hynie Brown to be received by Brown during the period prior to his death; the reduction in the TIAA debt since Brown's death; the misappropriated Voxonic contract; the details of the plan by

Steve Sidman, Dallas, PG, Joel Katz and others in June 2007 to market the James Brown assets for \$100 Million and create an IPO expected to generate more than \$50 Million per years. The analysis made by Bauknight in his decision of all financial analysis of Bauknight's recommendation to give a right of first refusal to Terry on January 30, 2009 of assets TJBL, LLC owner Forlando valued at the time at \$150 million; the problems associated with represented both the seller and the purchaser in a \$100 million transaction; how Jones arrived at a prediction that the James Brown assets were worth only \$12 million at death; his consultations with Deanna & Yamma about the \$200 Million Prospectus; Terry about the Right of First Refusal; Forlando about his sworn \$150 million valuation; Leon Friedman about his \$100 Million assessment of the value of the James Brown assets; Phil Farr about the adjustment needed in the valuation resulting from Farr's failure to report the TIAA assets; the \$18 million road revenues generated by James Brown in the 3 years prior to his death; the negative impact on the value of the James Brown assets by refusal of Hynie Brown and Terry to approve the CORBIS/GreenLight 2-year publicity rights contract for May1, 2009 - May 2011; the negative impact on the value of the assets of the grant of first refusal to Terry; the negative impact on the value of the James Brown assets by the interference of Tommie Rae in the Right of First Offer process proposed for February 2009; the date-of-death value of the \$13 Million claim against Cannon, Dallas and others and the damage to the estate by a decision not to pursue those claims; the historical information about the royalty and other valuation information contained in the PG and GT files, as well as detailed data about the \$100 Million June 2007 offer of GT; detailed information from Levenson and/or Bell about the \$200 Million prospectus.

Has other information about the documents referenced in Answer 1 to Interrogatory #1, above.

22. Rick Reames, Esquire - may have information related to the various \$90 - \$102 Million offers made for the James Brown assets between October 2007 and March 2008; the \$200 Million prospectus prepared by Levenson clients in early 2007, just after the death of James Brown; the approximately \$400,000 per year reported by Hynie Brown to be received by Brown during the period prior to his death; the reduction in the TIAA debt since Brown's death; the misappropriated Voxonic contract; the details of the plan by Steve Sidman, Dallas, PG, Joel Katz and others in June 2007 to market the James Brown assets for \$100 Million and create an IPO expected to generate more than \$50 Million per years. The analysis made by Bauknight in his decision of all financial analysis of Bauknight's recommendation to give a right of first refusal to Terry on January 30, 2009 of assets TJBL, LLC owner Forlando valued at the time at \$150 million; the problems associated with represented both the seller and the purchaser in a \$100 million transaction; how Jones arrived at a prediction that the James Brown assets were worth only \$12 million at death; his consultations with Deanna & Yamma about the \$200 Million Prospectus; Terry about the Right of First Refusal; Forlando about his sworn \$150 million valuation; Leon Friedman about his \$100 Million assessment of the value of the James Brown assets; Phil Farr about the adjustment needed in the valuation resulting from Farr's failure to report the TIAA assets; the \$18 million road

revenues generated by James Brown in the 3 years prior to his death; the negative impact on the value of the James Brown assets by refusal of Hynie Brown and Terry to approve the CORBIS/GreenLight 2-year publicity rights contract for May 1, 2009 - May 2011; the negative impact on the value of the assets of the grant of first refusal to Terry; the negative impact on the value of the James Brown assets by the interference of Tommie Rae in the Right of First Offer process proposed for February 2009; the date-of-death value of the \$13 Million claim against Cannon, Dallas and others and the damage to the estate by a decision not to pursue those claims; the historical information about the royalty and other valuation information contained in the PG and GT files, as well as detailed data about the \$100 Million June 2007 offer of GT; detailed information from Levenson and/or Bell about the \$200 Million prospectus. Has information about the approximately \$3 Million TIAA royalty revenue of James Brown in the years of his death (adjusted for \$800,000 Cannon misappropriation) and post-death royalties; has information about the secreted assets of James Brown reported to the Court in February 2007.

May have other information about the documents referenced in Answer 1 to Interrogatory #1, above.

23. **William Wilkins, Esquire** - Has information about the documents referenced in Answer 1 to Interrogatory #1, above.

24. **Harley Ruff, Esquire** - Has information consistent with his testimony and the documents in possession of Plaintiffs.

25. **Forlando Brown** - 39% Owner of TJBL, LLC. Has information regarding the \$200 Million prospectus of January 2007; the several \$90 - 102 Million offers of October 2007 - March 2008; his sworn \$150 million valuation of the James Brown assets in September 2009; his meetings with various bankers, investors and industry representative; his grievances filed in South Carolina and Georgia against Louis Levenson based on Levenson's December 2008 contest of James Brown's Estate Plan; and the information contained in the complaint and amended complaint of January 2008 filed in federal court. Has information about his special appearance in Case 1647. Has information about the \$200 Million prospectus prepared while he and D. Lumar were clients of Levenson, and continued actions and interactions as to sale after Levenson terminated. Has information regarding the family's long-held knowledge of the validity of James Brown's estate plan.

26. **Romunzo Brown** - Has information about his grievances filed against Levenson for bringing the December 2007 action to challenge the Will and 2000 Trust, from which Romunzo receives a \$285,000 education fund, subject to the Spendthrift and *In Terrorem*. Has information about being represented by David Bell who simultaneously represented those opposed to the settlement and those who supported it, and who actively participated in Case 1647 though not a S.C. attorney, and not admitted *pro hac vice*.

27. **Daryl Brown** - Has financial information about the treatment of payments of Road Revenue from his on-the-road experience with Brown for many years before his death. Has information related to the family meeting prior to Brown's death, and information about heirs and all matters in the Aiken County James Brown cases. Has information related to the meeting prior to the "October 18 Letter" by which GT, Dallas, Cannon and other contemplate a sale or pledge of James Brown's songs; the various \$90 - \$102 Million offers made for the James Brown assets between October 2007 and March 2008; the \$200 Million prospectus prepared by Levenson clients in early 2007, just after the death of James Brown; the approximately \$400,000 per year reported by Hynie Brown to be received by Brown during the period prior to his death in excess of the TIAA documents; the reduction in the TIAA debt since Brown's death; the misappropriated Voxonic contract; the global gaming deal; the details of the plan by Steve Sidman, Dallas, PG, Joel Katz and others in June 2007 to market the James Brown assets for \$100 Million and create an IPO expected to generate more than \$50 Million per year. The Forlano valuation of the Brown assets in September 2009 at \$150 million; the right of first refusal; the CORBIS/GreenLight 2-year publicity rights contract for May 1, 2009 - May 2011 rejection; ; the negative impact on the value of the assets of the grant of first refusal to Terry; the negative impact on the value of the James Brown assets by the interference of Tommie Rae in the Right of First Offer process proposed for February 2009; the \$200 Million prospectus. Has information about the approximately \$3 Million TIAA royalty revenue of James Brown in the years of his death (adjusted for \$800,000 Cannon misappropriation) and post-death royalties; has information about the secreted assets of James Brown reported to the Court in February 2007.

28. **Larry Brown** - has information consistent with his representations and those of his agents in the Brown cases, as well as the information held by Terry, Daryl, Levenson, Yamma, Deanna and others. Has information that Lisa Brown is an heir of James Brown, and other information about heirs.

29. **Venisha Brown** - Has information about her actions and transactions with respect to the estate, 2000 Trust and Brown assets; her witnessing of the Advisory Board document with Tommie Rae; her giving of a spring power of attorney to Deanna, effective only in certain instances; and her ratification of actions taken on her behalf by Deanna. Also have information of Larry, Daryl, Deanna, Yamma and Levenson.

30. **Ray Gonzalez, Esquire** - Entertainment counsel. Has information consistent with the file.

31. **Jesse Beeber, Esquire** - Propsective Entertainment counsel. Single consultation.

32. **Leon Friedman, Esquire** - Has information about his call in early 2008 that a mediation should take place to resolve the \$100 million James Brown assets. Has information about how he and others arrived at this value; information James Brown, GT, Dallas, Bradley, Richard Gergel and others over a period of years. Has information

about the lawsuit brought by Deanna and Yamma against James Brown and others in 2002 and the defense and settlement thereof. Has information about James Brown's royalties and copyright issues, including contracts with publishers, renewals, terminations, extensions, and other agreements executed by Brown prior to his death, and the files, cases and matters contained in the four boxes delivered by him. Has information about meetings and contracts with GT as shown in the GT file and the Friedman file.

33. **Larry Fridle** - Has information about the 4-year process to form the James Brown 2000 Irrevocable Trust; the weekly meeting held at James Brown's office to discuss the formation of the "I Feel Good" Trust; the participation of Deanna in providing information for James Brown's Estate Plan, and other business and personal information consistent with his sworn video statement.

34. **Freida Carter** - Named by Brown as a fiduciary in some of his Estate Planning documents. Has information about Brown, his company and other matters consistent with her sworn video statement.

35. **Albert H. "Buddy" Dallas** -has information related to the various \$90 - \$102 Million offers made for the James Brown assets between October 2007 and March 2008; the \$200 Million prospectus prepared by Levenson clients in early 2007, just after the death of James Brown; the approximately \$400,000 per year reported by Hynie Brown to be received by Brown during the period prior to his death; the reduction in the TIAA debt since Brown's death; the misappropriated Voxonic contract; the details of the plan by Steve Sidman, Dallas, Cannon, PG, Joel Katz and others in June 2007 to market the James Brown assets for \$100 Million and create an IPO expected to generate more than \$50 Million per year. The analysis made by Bauknight in his recommendation to give a right of first refusal to Terry on January 30, 2009 ; his consultations with D. Lumar and others about the \$200 Million Prospectus; Terry about the Right of First Refusal; Forlando about his sworn \$150 million valuation; Leon Friedman about his \$100 Million assessment of the value of the James Brown assets; Bill Hammond about his \$80 - \$120 Million valuation estimate and the preparation of the Inventory & Appraisal filed by Stan Jackson on November 15, 2007 ("I&A"); his communications with Phil Farr; the \$18 million road revenues generated by James Brown in the 3 years prior to his death; the negative impact on the value of the James Brown assets by refusal of Hynie Brown and Terry to approve the CORBIS/GreenLight 2-year publicity rights contract for May1, 2009 - May 2011; the negative impact on the value of the James Brown assets by the interference of Tommie Rae in the Right of First Offer process proposed for February 2009; his bankruptcy and claim assertion that his primary asset is the \$6 Million commission claim against the Estate of James Brown, and the values and computations which resulted in such claim; Bauknight's failure to pursue claims prior to his Bankruptcy and the reason therefor; the historical information about the royalty and other valuation information contained in the PG and GT files, as well as detailed data about the \$100 Million June 2007 offer of GT; detailed information from Levenson and/or Bell about the \$200 Million prospectus. Obtaining information

from Mr. Dallas, other than the voluminous information already in possession of Plaintiffs and Defendants will be affected by the September 17, 2010 Bankruptcy filing of Mr. Dallas.

36. **David G. Cannon** - Has detailed information about the civil status of Tommie Rae and James Brown. Has information related to the various \$90 - \$102 Million offers made for the James Brown assets between October 2007 and March 2008; the \$200 Million prospectus prepared by Levenson clients in early 2007, just after the death of James Brown; the approximately \$400,000 per year reported by Hynie Brown to be received by Brown during the period prior to his death; the reduction in the TIAA debt since Brown's death; the misappropriated Voxonic contract; the details of the plan by Steve Sidman, Dallas, Cannon, PG, Joel Katz and others in June 2007 to market the James Brown assets for \$100 Million and create an IPO expected to generate more than \$50 Million per year. The analysis made by Bauknight in his recommendation to give a right of first refusal to Terry on January 30, 2009 ; his consultations with the parties about the \$200 Million Prospectus; Leon Friedman about his \$100 Million assessment of the value of the James Brown assets; Bill Hammond about his \$80 - \$120 Million valuation estimate and the preparation of the Inventory & Appraisal filed by Stan Jackson on November 15, 2007 ("I&A"); his communications with Phil Farr; the \$18 million road revenues generated by James Brown in the 3 years prior to his death; the negative impact on the value of the James Brown assets by refusal of Hynie Brown and Terry to approve the CORBIS/GreenLight 2-year publicity rights contract for May 1, 2009 - May 2011; the negative impact on the value of the James Brown assets by the interference of Tommie Rae in the Right of First Offer process proposed for February 2009; and other information within his files, in possession of Plaintiffs as well as valuation information contained in the PG and GT files.

39. **Keith Babcock, Esquire** - Former counsel for the Estate and 2000 Trust. Has information, including valuation and administration information, consistent with the files and filings made by him in Aiken County and files delivered to Bauknight in May and June, 2009.

38. **Jonathan Harling, Esquire** - Former counsel for the Estate and 2000 Trust. Has information, including valuation and administration information, consistent with the files and filings made by him in Aiken County and files delivered to Bauknight in May and June, 2009.

39. **Arial King, Esquire** - Former counsel for the Estate and 2000 Trust. Has information, including valuation and administration information, consistent with the files and filings made by him in Aiken County and files delivered to Bauknight in May and June, 2009.

40. **Stan Jackson, Esquire** - Former counsel for the Estate and 2000 Trust and Dallas and Bradley. Has information, including valuation and administration information,

consistent with the files and filings made by him in Aiken County and files delivered to Bauknight in May and June, 2009. Has knowledge about the detailed financial analysis and other information contained in the I&A filed by him on November 15, 2007 in Aiken County, including possible confirmation of Hammond's preparation of the I&A.

41. **Wayne Byrd, Esquire** - Former counsel to Dallas and Bradley. Has information about his assurances to the Court, made in early 2008 that information necessary for the Estate Tax Return and income tax returns would be forthcoming, but efforts to produce same thwarted by Dallas, Cannon and others. Has information about Case 322, Cannon and Dallas' false representations that they had not been represented by Powell Goldstein ("PG") and his retraction of the false representation upon receipt of the \$48,225 bill. Has information about the joint venture of Cannon, Dallas, Terry and Forlando, and Dallas and Cannon's seeking options or a "kickback" from purchasers in the \$100 million proposed sale, as well as the more than \$10 Million commission from the Estate/2000 Trust. Has information about PG and Dallas' interference with the Christie's sale, and Forlando and other family members' participation in the chilling of the Christie's sale – with James Brown's children participating in destroying the value of the only asset he chose to give them in order to discredit Buchanan and Pope and obtain the entertainment empire from which he intentionally excluded them. Has information as to the Bankruptcy of Dallas and its effect on Case 322 and other matters.

42. **Audra Byrd, Esquire** - Has information similar to that of Wayne Byrd.

43. **David Yount, Esquire** - Former counsel with Levenson. Has information about the Contingency Fee contract entered into on January 8, 2007 and later allegations that the signature of at least one signer was forged; Deanna's service as Trustee with Dallas and Cannon, and Yamma's service as Executive Assistant to the Board of the 2000 Trust. The Levenson clients' affirmation of the validity of the James Brown 2000 Trust and Will in hearings and filings in early 2007; Deanna's emails regarding her father's wishes that they receive PHE; affidavits of Deanna, Daryl and Yamma confirming their support of the Estate Plan; the arrangements for the Larry King live visit of Debra Opri; his contacts with the media throughout his representation; the financial information and sources for the preparation of the \$200 Million prospectus of Pinnacle in early 2007; the unsavory threats made to him because of a mistaken affidavit he filed; the impact of that accidental affidavit on the litigation; the termination of Levenson by Terry, Forlando and Romunzo in March 2007; the use of threatened and filed grievances by David Bell as a trial tactic; the financial information and consultations with UBS representatives, industry representatives and other used in the preparation of the \$200 Million prospectus in early 2007, and later proposals in June 2007 to sell the James Brown assets for \$100 Million, with \$10+ million commission to Dallas and Cannon and, in addition, options or a "kickback" from purchases, who planned for form an IPO. The July or August 2007 deal with Alvin & Calvin Waters (the "Machine Group") in which Dallas sought a \$10 million downpayment as a good faith deposit on a \$100 million deal; the denial of Forlando Brown on October 31, 2007 of his participation in such deal, although he did participate; the October 2007 offer from an

entity to be formed; the formation of TJBL, LLC on December 5, 2007 with 39% interest in Forlando.

44. **Louis Levenson, Esquire** - Counsel to Deanna, Yamma, Daryl, Venisha and Larry, and former counsel to Darren Lumar, Romunzo, Terry & Forlando. Has information about the Contingency Fee contract entered into on January 8, 2007 and later allegations that the signature of at least one signer was forged; Deanna's service as Trustee with Dallas and Cannon, and Yamma's service as Executive Assistant to the Board of the 2000 Trust. His request that Strom Thurmond not file the Will of James Brown while, and Thurmond's compliance with S. C. Law in filing the Will. His admission in open Court, along with counsel for Hynie Brown, that the Trust had been in existence and recognized by the public for more than 6 years before Brown's death and that, on behalf of its minor beneficiaries Levenson had requested an accounting. The Levenson clients' - being all devisees under the Will speaking for minors who were beneficiaries of the Trust, along with Forlando and Romunzo - affirmation of the validity of the James Brown 2000 Trust and Will in hearings and filings in early 2007; Deanna's email, made an Exhibit by Levenson, confirming that if her father's wishes were carried out the PHE would already be theirs; affidavits of Deanna, Daryl and Yamma confirming their support of the Estate Plan; Deanna and Yamma's 2002 lawsuit in which they acknowledge that James Brown elected to disinherit them from his musical empire; Yamma's information on the death certificate that Brown had no surviving spouse; the arrangements for the Larry King live visit of Debra Opri; Debra Opri's representation of James Brown from 200 - 2002 in the Lisa Agbalaya case; James Brown's firing of his Universal Agent for overbooking him, which firing letters were published in the Village Voice; Levenson's contacts and statements to the mediat throughout his representation; the financial information and sources for the preparation by Levenson's then-client Lumar of the \$200 Million prospectus to raise funds for an enterprise of which his client Yamma would be president; the due diligence as to value and other aspects of valuation prior to the offering, and Levenson's participation, if any, in the drafting; the unsavory threats made against David Yount because of a mistaken affidavit he filed and the six subsequent grievances filed against Levenson in 2 states by Terry, Romunzo and Forlano, supplemented by David Bell, which Levenson described to the Georgia Bar as trial tactics; Levenson's later communication, after allying himself with Mr. Bell, to Buchanan that the "curtain would fall" if he and Adele Pope did not abandon the support of Brown's Estate Plan; his threats to Pope, made through Jim Gilreath, disclosed on the record; the financial information and consultations with UBS representatives, industry representatives and other used in the preparation of the \$200 Million prospectus in early 2007, and later Dallas/Forlando proposals in June 2007 to sell the James Brown assets for \$100 Million, with \$10+ Million commission to Dallas and Cannon and, in addition, options or a "kickback" from purchasers, who planned for form an IPO. The July or August 2007 deal with Alvin & Calvin Waters (the "Machine Group") in which Dallas sought a \$10 million downpayment as a good faith deposit on a \$100 million sale; the denial by Forlando Brown on October 31, 2007 of his participation in such deal, although he did participate; the October 2007 offer from an entity to be formed; the formation of TJBL, LLC on

December 5, 2007 with 39% interest in Forlando. Levenson's repeated attempt throughout 2008 to obtain the PG file which the Court had ordered delivered on August 10, 2007, and the depositions of McGaughey and others; the progress in obtaining the PG and GT files after August 10, 2008 and the damage any failure has done to the \$13 Million claim against Dallas/Cannon – a principal asset of the Estate. The reduction in value of this valuable right by failure of Bauknight to seek early dismissal of the Dallas appeal – which was sought by Buchanan and Pope, but which Bauknight failed to pursue.

45. **Jay Ross, Esquire** - Counsel to James Brown, the Estate and Entities. Has information consistent with his representations and documents in the file, including the CORBIS files.

46. **Jerome Hoesch, Esquire** - GT Attorney. Has information consistent with his letter regarding Estate Tax issues. See file in possession of Plaintiffs. Also see GT file.

47. **William Shearer, Esquire** - Member of PG, attorneys for Dallas/Cannon as PR/Trustees, TJBL, LLC, Terry Brown & Forlando Brown. Has information, including valuation information, about matters stated for each of these, as well as Levenson. Firm continued to assist Dallas after termination on August 10, 2007. See PG file. Has information regarding Forlando Federal Case.

48. **James Gilreath, Esquire** - Counsel for Estate/ 2000 Trust, JBE, Inc. Has information about the value of the claims against Dallas, Cannon and others; has information about Case 322 files.

49. **Kendall Few, Esquire** - Has information about Case 322, including value of claims.

50. **William Tucker, Esquire** - Former probate counsel to Estate. Has information about valuation.

51. **William Custer, Esquire** - Has information about all matters listed for Levenson, Forlando, Dallas, Cannon, Hammond, Jackson and Terry Brown, as well as the Forlando Federal Suit.

52. **William Hammond, Esquire** - Written and Recorded Statements in Possession of Plaintiffs.

53. **Dewain Herring** - See file with Aiken County Clerk of Court. Has information about Estate Plan, Deanna's participation.

54. **Rodney Peoples, Esquire** - Former counsel for the Estate and 2000 Trust. Has information, including valuation and administration information, consistent with the files and filings made by him in Aiken County and files delivered to Bauknight in May and

June, 2009.

55. **Robert Rosen, Esquire** - Attorney and agent for Tommie Rae. Has information about what he described as substantial knowledge of Tommie Rae about Brown's business.

56. **Jennifer Dempsey, Esquire** – Attorney, PG. Assisted Dallas after terminated by Court on August 10, 2008. Has information about value of assets; proposed sale of Brown's assets within one year of death; information about Dallas, Cannon, Forlando, Terry, the Forlando Federal suit, the January, 2009 Right of First Refusal; Terry Brown's valuation information in connection with Right of First Refusal.

57. **David B. Bell, Esquire** - Counsel to Terry, Romunzo and Forlando and former attorney for Darren Lumar, deceased. Has information about Levenson's Contingency Fee contract entered into on January 8, 2007 and later allegations that the signature of at least one signer was forged; Deanna's service as Trustee with Dallas and Cannon, and Yamma's service as Executive Assistant to the Board of the 2000 Trust. Levenson's request that Strom Thurmond not file the Will of James Brown while, and Thurmond's compliance with S. C. Law in filing the Will. His numerous statements and confirmations both by Mr. Bell and his clients in open Court in both the Aiken and Federal Court proceedings, that the 2000 Trust had been in existence and funded with JBE, Inc. and James Brown's iconic home estate since 2000; Bell and the clients for whom he serves as agents have repeatedly confirmed that James Brown elected to disinherit his children from his musical empire and provided only a \$285,000 education fund for seven designated grandchildren, provided they did not violate the *in terrorem* or spendthrift clauses. Has information about the \$200 Million prospectus to raise funds for an enterprise of which Yamma would be president, including how, in early 2007, a \$200 Million value was assigned to the James Brown Assets and other due diligence as to value and other aspects of valuation prior to and after the offering. Also has information about the approximately \$100 Million valuation placed on the James Brown Assets by Cox, assigning approximately equal values to the Royalties and Publicity Rights, and other aspects of the \$100 Million proposal of June, 2007 to market the James Brown Assets; create an IPO; and give options or a kickback from the purchase entity to Cannon and Dallas. Has information about the October, 2007 \$100 Million offer, made by a corporation to be formed and the formation thereafter on December 5 of TJBL, LLC with his client Forlando owning a 39% interest and joint venturing with Dallas and others. Has information about his clients' reaction to the December 26 challenge to the James Brown 2000 Irrevocable Trust and Will of James Brown, including his assistance in filing 6 grievances in 2 states against Mr. Levenson in which they accused him of unethical behavior for challenging the Trust. Has information that Bell further unsuccessfully sought to disqualify Levenson and supplemented a client's grievance with an allegation that his signature to the Levenson Compensation Agreement had been forged. Has information about how his client Forlando concluded in September of 2009 that the value of the James Brown Assets had increased to \$150 Million. Has additional information as shown by the record of the James Brown cases

listed in Answer to Interrogatory #1.

58. **Heyward Carter, Esquire** - written statements in possession of Plaintiffs
Address to be supplied if needed

59. **Forbes Magazine Staff** - Has information about their annual list of "top earning dead celebrities."

60. **Staff of GreenLight** - Has information about the phenomenon that deceased celebrities are often easier to market than living celebrities; public information about the rehabilitation of Steve McQueen, their representation of the Einstein Estate and other successes which were at play in the proposed GreenLight 2-year Publicity Rights contract slated to run May 1, 2009 through May 1, 2011.

61. **Ebony Magazine** - information in the public domain

62. **Frank McGaughey** - Attorney, PG. Assisted Dallas after terminated by Court on August 10, 2008. Has information about value of assets; proposed sale of Brown's assets within one year of death; information about Dallas, Cannon, Forlando, the Forlando Federal suit, the January, 2009 Right of First Refusal; Terry Brown's valuation information in connection with Right of First Refusal.

Interrogatory 8:

Set forth a list of the assets of the Estate of James Brown, whether held in his personal name, in a trust, or a corporate capacity. For each asset, set forth its last known location, last known custodian, and value as of the date of death.

Answer:

This is information available as of November 15, 2010 and will be supplemented upon review of the 55,000 documents and 5,000 emails in the GT file and the PG file, both of which are in control of Plaintiff Bauknight or other Plaintiffs.

By September 25, 2008, with a partial settlement announced but terms not disclosed – but with likelihood that all assets were not going to The James Brown "I Feel Good" foundation as directed by Brown – Buchanan and Pope solicited the input of all settling parties in the preparation of the Estate Tax Return, due September 25, 2008, for which no additional extensions were available.

Through agents Alan Medlin, and later Heyward Carter the Attorney General and

Settling Parties declined to prepare or participate in the preparation of the Estate Tax Return, and later declined to deal with the income tax issues raised by the Settlement.

Until May 26, 2009 the AG, Forlano (who had previously stipulated to the contrary) and Cannon vigorously asserted that JBE, Inc. was an asset of the 2000 Trust. At times Dallas, who lied to the Court and parties about various matters, disagreed with Cannon – who had served with him as trustee for more than 7 years — about whether or not JBE, Inc was in the 2000 Trust they had administered for this time. Dallas directed his counsel Jackson to sign the stipulation, but later asserted he lied to keep his position.

In summary, JBE, Inc's status as owned by the 2000 Trust was not finally determined until Dallas and Bradley admitted to the Court of Appeals in their brief that JBE, Inc. has been an asset of the 2000 Trust since 2000. This brought an end to two years of confusion.

Determining the ownership of Brown's Publicity Rights was as troubling as the Royalties, with the following chronology:

December 25, 2006	Brown dies.
By January 2, 2007	Dallas and Cannon create fabricated Schedule B to show Publicity Rights transferred to Trust by Brown (and JBE, Inc.)
Before March 2007	Jerome Hoesch writes opinion indicating neither JBE, Inc. nor Publicity Rights in 2000 Trust
By March 5, 2007	Bill Hammond and William Shearer hired to advise about "All Schedules B"
March 5, 2007	Hammond advises Dallas/Cannon to leave assets in Estate unless clear evidence of transfer to Trust.
March 26, 2007	Cannon/Dallas assert Publicity Rights in Trust - not Estate
August 10, 2007	Cannon resigns after Buchanan/Pope discover he took \$900,000 from 2000 Trust in 2006.
August 31, 2007	Dallas files Motion to Declare JBE, Inc. an Asset of the Estate - not Trust

September 24, 2007

Dallas files Stipulation that JBE, Inc. and Publicity Rights in Estate - not Trust.

Spring 2008

Dallas admits he and Cannon fabricated the second Schedule B.

Between the Spring of 2008 and May 26, 2009 Pope is unaware of any credible evidence that the Publicity Rights were placed in the Trust.

Upon review of the GT and PG files, which Pope has not reviewed as of November 15, 2010, the above may be modified.

Trust accountant Bill Hammond asserted in mid-2007 that the value of the assets of both the Trust and Estate was \$80 - &120 million, with at least \$20 million in the 2000 Trust. [Determination of when and how the TIAA debt is to be counted – and whether gross or net values are to be determined – have resulted various statements of "value" made a various time by various parties.]

Dallas' gross value of assets on the Inventory & Appraisal, believed to be prepared by Hammond with assistance of PG and others, was \$85,663,562.99. Buchanan and Pope's brief in the Dallas Appeal, adopted by Bauknight, sets the gross value of Brown's assets (Estate and Trust) at \$86.6 Million at Brown's death.

It has been generally known throughout that Brown's primary assets are his rights to more than 800 published and unpublished songs (the "Royalties") and Brown's Publicity Rights, and that they have approximately equal value. Included within the Royalties is Geronimo, LLC, owned by the Trust at Brown's death. Brown's individual contract with Geronimo gives him the writer's share, individually.

Brown's home estate was owned by the 2000 Trust at his death. His claim to Joe Brown's house was outright. The ownership of Brown's TPP is the subject of a Declaratory Judgment action filed November 27, 2007 and not yet heard. The status of that action since Mr. Bauknight took control of administration on May 26, 2009 is not known.

See Estate Tax Return; letter following Estate Tax Return removing Fabricated Dallas Schedule B which Dallas had given to accountant; testimony and documents Forlano Federal Suit, November 18 -19, 2009; I&A; Testimony and correspondence of Bill Hammond; testimony of Adele Pope; statements of Alan Medlin; Accountings filed by Defendants; and GT and PG files for additional information; and Order related to delayed filing of Amended I&A.

As of May 26, 2009 it appeared, based on records of Leon Friedman and others, that JBE, Inc. held about 2/3 of Brown's major Royalties. It is these royalties which produced about \$3 million in the year of Brown's death (when adjusted for the \$900,000

taking). This was in addition to the \$18 Million of gross road revenues between 2003 and 2006. Much of the funds were siphoned off by prior fiduciaries.

In addition, see transcript of February 2008 hearing and later hearing regarding \$400,000 additional revenue per year reported by agent for Hynie Brown and testimony and affidavits about extensive and valuable items missing. See Transcript of February, 2007 hearings and affidavits filed by Levenson clients.

Also see sworn and unsworn valuations of Terry Cox, Dallas, Cannon, GT, PG, Terry, Bell, Forlando, their agents, and others, for the proposition that Brown's Royalties and Publicity Rights are of approximately equal value. [See also Brief of Appellants in Dallas – adopted by Bauknight.]

See 2-day Federal Hearing on November 18 and 19, 2009, attended by PG, Bell, Forlando and Terry, in which no objection was made to value of assets as reported on Federal Estate Tax Return by Bell or PG. [Since 2007 attorneys for TJBL, LLC, Terry, Forlando, Dallas and Cannon.]

Sworn testimony of PG/Bell client Forlando – 39% owner of TJBL – made within days of the filing of the Estate Tax Return that in September 2008 is to the effect that the James Brown assets had a value of \$150 Million in September 2009.

There was not enough evidence on September 24, 2008 to rely on the \$200 Million Prospectus generated in early 2007 by then-Levenson clients Lumar and Forlando Brown. This is, however, the closest information to the death of James Brown.

On September 24, 2009, having complied with their obligations under the Federal Tax Laws without knowing the as-yet-to-be-announced terms of the partial settlement among some parties, Buchanan and Pope attended to other matters – including seeking (unsuccessfully) help on the income tax issues raised by the settlement. See various communications with the IRS and agents for Plaintiffs.

Voluminous testimony, documents, statements of counsel and others confirm the accuracy of the valuation, with caveats, placed on the Estate Tax Return.

Interrogatory 9:

What was the value of the Estate of James Brown at the date of his death?

Answer:

See Answers to Interrogatories #1, #2, #7 and #8.

Interrogatory 10:

Set forth a list of all documents that you contend support your evaluation of the value of the Estate of James Brown at the date of his death.

Answer:

See Answers to Interrogatories #1, #2, #7 and #8.

Interrogatory 11:

Set forth the names and addresses of all insurance companies which may have liability coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy. Your response should include any coverage in effect during the period of your service as Special Administrator, Personal Representative, or Trustee of the Estate and Trusts involved in this litigation. Your response should include professional as well as personal policies, such as excess or umbrella coverages.

Answer:

The following coverages may apply:

ALPS - \$500,000 less costs of defense

Cincinnati \$500,000

Interrogatory 12:

What was your personal net worth on the date the lawsuit was served on you?

Answer:

This Defendant objects to the violation of her Due Process Rights, First Amendment Violations and Violation of State Privacy Policies by the Attorney General attempting to Obtain her Private Financial Information for the benefit of Private Individuals, subjecting her personal information to FOI requests. [Upon resolution of the right of the AG to bring this private tort suit for damages and a proper protective Order, she will produce same to the Court.]

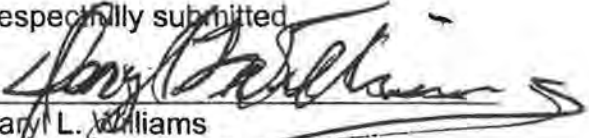
Interrogatory 13:

Set forth the name and address of every financial institution to whom you have provided a financial statement in the last five years.

Answer:

This Defendant objects to the violation of her Due Process Rights, First Amendment Violations and Violation of State Privacy Policies by the Attorney General Attempting to Obtain her Private Financial Information for the benefit of Private Individuals, subjecting her personal information to FOI requests. [Upon resolution of the right of the AG to bring this private tort suit for damages and a proper protective Order, she will produce same to the Court.]

Respectfully submitted,



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November 16, 2010

Attorney for Defendant Adele J. Pope

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS

)

) Case No. 2010-CP-40-4900

)

RUSSELL L. BAUKNIGHT, as Trustee of
the James Brown 2000 Irrevocable Trust and
the James Brown Legacy Trust, as Personal
Representative of the Estate of James Brown,
and on behalf of Henry Dargan McMaster, in
his capacity as Attorney General of the State
of South Carolina; Tommie Rae Brown,
individually and on behalf of her minor child,
James Brown II; Daryl J. Brown, individually
and on behalf of his minor child Janise
Vanisha Brown; Lindsey Delores Brown;
Deanna J. Brown Thomas; Jason Brown-
Lewis; Yamma N. Brown, individually and
on behalf of her minor children, Sydney
Lumar, Carrington Lumar, and Tonya Brown;
Venisha Brown; Larry Brown; and Terry
Brown

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HENRY DARGAN MCMASTER, in his
capacity as Attorney General of the State of
South Carolina; TOMMIE RAE BROWN,
individually and on behalf of her minor child,
JAMES BROWN II; DARYL J. BROWN,
individually and on behalf of his minor child
JANISE VANISHA BROWN; LINDSEY
DELORES BROWN; DEANNA J. BROWN
THOMAS; JASON BROWN - LEWIS;
YAMMA N. BROWN, individually and on
behalf of her minor children, SYDNEY
LUMAR, CARRINGTON LUMAR, and
TONYA BROWN; VENISHA BROWN;
LARRY BROWN; and TERRY BROWN,

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Plaintiffs.

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v.

Adele J. Pope and Robert L. Buchanan, Jr.,

)

Defendants.

)

**TO: PLAINTIFF LINDSEY DELORES BROWN AND HER COUNSEL SWEENEY
WINGATE & BARROW, AND ALL OTHER PARTIES AND THEIR COUNSEL:**

PLEASE TAKE NOTICE that the undersigned counsel for Defendant Adele J. Pope will take the deposition upon oral examination of Lindsey Delores Brown at 10:00 a.m. on August 30, 2011, at the offices of the Law Office of Adam T. Silvermail, LLC, 1218 Taylor Street, Columbia, South Carolina.

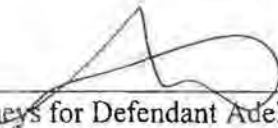
The deposition will continue from day to day until completed.

You are invited to attend and take such part as may be fit and proper.

Daryl L. Williams
Jeter & Williams, P.A.
1204 Main Street
Post Office Box 7425
Columbia, South Carolina 29202
Telephone: (803) 765-0600
Facsimile: (803) 765-0619
dwilliams@jeterandwilliams.com

Adam T. Silvermail
Law Office of Adam T. Silvermail, LLC
1218 Taylor Street
Post Office Box 1898
Columbia, South Carolina 29202
Telephone: (803) 779-1770
adam@silvermaillawfirm.com

June 13, 2011

By: 
Attorneys for Defendant Adele J. Pope

LAW OFFICE OF
ADAM T. SILVERNAIL, LLC

POST OFFICE BOX 1898
1218 TAYLOR STREET
COLUMBIA, SOUTH CAROLINA 29202

June 15, 2011

By U.S. Mail:

Mark V. Gende, Esquire
Sweeny Wingate & Barrow P.A.
1515 Lady Street (29201)
Post Office Box 12129
Columbia, South Carolina 29211
mvg@swblaw.com

JUN 18 2011

4077-7389

Re: Bauknight and others vs. Pope and others
Richland County Case No. 2010-CP-40-4900

Dear Mark:

Thank you for your letter of June 13, 2011 advising that Plaintiffs' responses to our requests for production would be available starting today. We would like to begin reviewing them on Tuesday, June 21, 2011 and would like our first day's review to include the following:

1. Greenberg Traurig files delivered to Mr. Bauknight pursuant to Court Order;
2. All correspondence and other documents related to appraisals obtained by Mr. Bauknight, the appraisal itself and all earlier drafts;
3. All correspondence with the Internal Revenue Service regarding estate and/or income tax issues of the Estate, the Trust and/or Brown entities;
4. All documents related to the claims by and against Cannon and Dallas;
5. All information and documents related to claims for and against Al Bradley and/or his estate;
6. The file of Zumwalt, Almon & Hayes, PLLC;
7. The Tommie Rae Hynie/Brown domestic files;
8. The Deanna Brown Thomas/Yamma Brown litigation files from Leon Friedman;
9. All files and documents related to case no. 2008-CP-02-0322; and
10. All files and documents related to the Bankruptcy proceedings of Albert H. Dallas.

I know you will understand that this is not a complete list, but rather the point of departure for what we expect will be an exhaustive document review. Please let me know if beginning on Tuesday is agreeable.

Sincerely,



Adam T. Silvernail

cc: Daryl L. Williams, Esquire
J. Calhoun Watson, Esquire
Robin A. Braithwaite, Esquire
Adele J. Pope, Esquire

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

RUSSELL L. BAUKNIGHT, as Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf of Henry Dargan McMaster, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James Brown II; Daryl J. Brown, individually and on behalf of his minor child Janise Vanisha Brown; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor children Sydney Lumar and Carrington Lumar; Tonya Brown; Venisha Brown Larry Brown; and Terry Brown

and

HENRY DARGAN MCMASTER, in his capacity as Attorney General of the State of South Carolina; TOMMIE RAE BROWN, individually and on behalf of her minor child, JAMES BROWN II; DARYL J. BROWN, individually and on behalf of his minor child JANISE VANISHA BROWN; LINDSEY DELORES BROWN; DEANNA J. BROWN THOMAS; JASON BROWN-LEWIS; YAMMA N. BROWN, individually and on behalf of her minor children SYDNEY LUMAR and CARRINGTON LUMAR; TONYA BROWN; VENISHA BROWN; LARRY BROWN; and TERRY BROWN,

Plaintiffs

v.

Adele J. Pope and Robert L. Buchanan, Jr.,
Defendants

IN THE COURT OF COMMON PLEAS

Civil Action No. 2010-CP-404900

2011 JUL -5 AM 11:26
DEANETTE M. McBRIDE
C.C.P. & G.S.

PLAINTIFF RUSSELL L. BAUKNIGHT'S RESPONSES TO DEFENDANT ADELE J. POPE'S SECOND SET OF REQUESTS FOR PRODUCTION, INCORRECTLY DESIGNATION BY POPE AS HER FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS

TO: DEFENDANT POPE AND HER ATTORNEYS:

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the following constitute Russell L. Bauknight's Responses to Defendant Pope's Second Set of Requests for Production of

Documents, incorrectly designation as her First Set of Requests for Production of Documents.

1. All items received in response to the attached May 23, 2011 letter from Mr. Bauknight's attorney William Y. Klett, III, Esquire, to Raymond G. Gonzalez, Esquire, Shackelford, Zumwalt & Hayes, LLP, including both paper and electronic files in the format received by Mr. Bauknight.

RESPONSES:

Plaintiff Bauknight objects to this request as overbroad, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff Bauknight also objects to the extent that the instant request seeks documents protected by the attorney-client privilege or Work Product doctrine. Further, the instant request is based upon a privileged client communication which was improperly transmitted to Defendants by Mr. Gonzalez. Plaintiff Bauknight has demanded that all copies of the referenced communication be retrieved. Mr. Gonzalez has demanded return of the privileged May 23, 2011 client communication, which demand has been refused by Defendants. Such refusal by Defendants will be addressed by separate motion in this action, as well as with the appropriate disciplinary authorities.

Subject to the preceding objections, as well as the objections set forth in counsel's June 17, 2011 correspondence, should any nonprivileged documents responsive to Defendants' requests relevant to the instant case be discovered, such documents shall be produced.

(Signature page to follow)

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.

Mark Gende /ch

Kenneth B. Wingate
Mark V. Gende
1515 Lady Street
Post Office Box 12129
Columbia, South Carolina 29211
(803) 256-2233

ATTORNEYS FOR THE PLAINTIFFS

Columbia, South Carolina
June 24, 2011

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) IN THE CIRCUIT COURT
)

) Case No.: 2010-CP-40-4900
)

RUSSELL L. BAUKNIGHT, as Trustee of
the James Brown 2000 Irrevocable Trust and
the James Brown Legacy Trust, as Personal
Representative of the Estate of James Brown,
and on behalf of Henry Dargan McMaster, in
his capacity as Attorney General of the State
of South Carolina; and Others,

) Affidavit of Adele J. Pope
) Supporting Production of Legacy Trust,
) Fee Contract with State/AG
) and Related Documents prior to
) Hearing on Motion for
) Injunctions

Plaintiffs.

and

HENRY DARGAN MCMMASTER, in his
capacity as Attorney General of the State
of South Carolina and others

v.

Adele J. Pope and Robert L. Buchanan, Jr.,
Defendants.

RICHLAND COUNTY
FILED
2011 AUG -2 PM 1:08
JEANETTE W. McBRIDE
C.C.P. & G.S.

PERSONALLY APPEARED BEFORE ME, ADELE J. POPE, who being duly
sworn deposes and says:

1. On May 19, 2010 Kenneth B. Wingate and his firm (collectively "Wingate¹")
filed this suit against Robert L. Buchanan, Jr. ("Bob") and me seeking tens of millions of
dollars in tort damages for then-Attorney General Henry D. McMaster ("AG McMaster"
or the "State") and about 15 private individuals ("Private Plaintiffs").

2. I ask the Court to require Wingate and Plaintiffs, before the hearing on my
motion to enjoin them from acting for the AG/State, to produce signed copies of the
originals and any amendments to the following documents:

- a. Wingate's Retention Agreement(s) with the AG/Plaintiffs;

¹ The Firm name is Sweeney, Wingate and Barrow, P.C.

- b. The James Brown Legacy Trust ("Legacy Trust")² ;
- c. The AG's authorization for Bauknight to assert he speaks on behalf of the AG.

3. Serving simultaneously as sole counsel for Private Plaintiffs³ and the AG, Wingate named in the caption of the Complaint as parties:

- a. RUSSELL L. BAUKNIGHT... on behalf of [AG McMaster];
- b. BAUKNIGHT.. as Trustee of the James Brown Legacy Trust; and
- c. AG McMaster.

4. For 9 months Wingate and Bauknight have refused to produce the requested documents either through discovery or, more recently, under the S. C. Freedom of Information Act ("FOIA")

5. I first learned of Wingate's involvement in April 2010 when Plaintiff Tommie Rae Brown's agent advised that if Bob and I did not drop a pending James Brown appeal AG Sonny Jones⁴ would to sue us through contingency-fee counsel Wingate.⁵

² The Legacy Trust, although bearing Brown's name, was not created by James Brown or part of his estate plan. It was created by AG McMaster and Bauknight in either late 2008 or 2009.

³ Private Plaintiffs include:

- a. 5 of the 7 grandchildren/beneficiaries of a \$285,000 education fund
- b. 6 adults Brown gave personal effects under the Will but specifically excluded from his \$85 Million worldwide music empire;and
- c. 3 other persons Brown specifically excluded from both the Will and 2000 Trust.

⁴ While we were PR/Trustees C Havird ("Sonny") Jones, acting for AG McMaster, tried to force Bob and me to use AG McMaster's Litigation Retention Agreement in hiring attorneys AG McMaster selected. By Order dated Jan.8, 2008, the Court declined his request.[See Tr., Hg. 12/21/07, Case 122]

⁵ The appeal is in Case 2008-CP-02-1647 ("Case 1647"). In that appeal, Bob and I oppose a settlement which will take \$50 Million from Brown's 2000 Trust, dedicated to educate 7 grandchildren and needy and deserving students, and give it to 6 of Brown's more than a dozen claimed heirs, all of whom Brown disinherited from his worldwide music empire.

6. I am informed and believe that a copy of the AG's Retention Agreement will help explain Tommie Rae's threat, and may shed light on whether a \$1,000 contribution to AG McMaster's political campaign by a Wingate firm principal, Scott Barrow just after this suit was filed was improper.

7. Recently the Augusta Chronicle reported about a Litigation Retention Agreement AG Wilson approved which was made public, and discussed a \$1,052 political contribution made long before the engagement – not immediately after, as here. [See "SC Treasurer's Friend Gets up to \$3 million in State Work", 7/24/11]

8. I am informed and believe the Retention Agreement will show whether AG McMaster, who acted under color of state law and in his official capacity, and whose actions should have been consistent with the public interest, was in fact acting to punish Bob and me for conducting a proper appeal; not hiring lawyers he tried to force us to hire; and/or not signing a document preventing us from criticizing AG McMaster's destruction of James Brown's estate plan.⁶

9. The State/AG McMaster sued me for tens of millions of dollars – many times my personal net worth. AG McMaster, through Wingate, has made false allegations against me which, if true, would destroy my career as an attorney and expose me to both civil and criminal charges, including those of the IRS and SCDOR with whom I

⁶ As an attorney advising creators of private foundations, I have a duty to caution clients in S.C., or intending to transfer a private foundation here, that AG Master claims the authority to take over any estate or private foundation involved in a formal testacy case; rewrite the Settlor's estate plan to McMaster's liking; and replace the Settlor's properly-serving trustees with AG McMaster's appointees. What AG McMaster and his staff did to destroy James Brown's estate plan is described in "Private Foundation, Copyright Heirs and Musical Millionaires: Why The James Brown 'I Feel Good' Trust doesn't...", filed in this case [Smith & Pope, Dr., Apr.2011] I believe AG McMaster's suit violates my First Amendment rights.

have worked for more than 30 years on behalf of clients.

10. The requested documents will demonstrate how the AG proposes to share funds he hopes to collect from me and who will pay if Bob and I are successful in the counterclaims (on which Plaintiffs are now in default).

11. The requested documents should also answer the following questions:

- a. Did either the Legacy Trust or a separate document give Bauknight legal authority to assert he speaks for AG McMaster?
- b. If not, is Bauknight's assertion that he speaks on behalf of the AG improper?
- c. If so, is either the State or McMaster liable for Bauknight's actions, including the default and any counterclaim judgment?
- d. Can Bauknight continue to speak on behalf of the AG/State after filing sworn documents with the Court and IRS asserting Brown's worldwide music empire was worth less than \$4.7 Million⁷ at the same time he knew Brown's Royalties for 2010 were about \$5.4 Million and Brown earned \$4 - \$6 Million each year from 2003 - 2006?

12. I am informed and believe that the requested documents and facts revealed since the filing of the complaint will demonstrate that Wingate's and Bauknight's commitment to Private Plaintiffs prevents them from serving the AG/State in this suit.

13. I am informed and believe that the Retention Agreement should provide what happens when – as here – it becomes clear that Defendants are not at fault and

⁷ Bauknight revealed on May 4, 2011 - 4 years and 4 months after Brown died -- that he had used a valuation of \$4.7 Million for Brown's worldwide music empire and \$12 Million claim against former PR/Trustees Dallas and Cannon to obtain an IRS closing letter. Two months earlier, on February 11, 2011 Bauknight reported in a sworn accounting that Brown's Royalty receipts for 2010 were approximately \$5.4 Million. [Acctg. Aiken Cty, 2/11/11]

Brown's \$4-\$6 million annual earnings for 2003 -2006 from his worldwide music empire are fully documented in exhibits and filings in Cases 122 and 322.

the AG's Private Co-Plaintiffs do not represent the public interest and/or are, or may become, subjects of investigations by the AG or other Federal or State Agencies.

14. Just a few of the facts now known are:

- a. 8 or more Private Plaintiffs are not residents of South Carolina.
- b. Plaintiff (Georgia resident) Venisha was jailed in South Carolina on felony charges during the relevant period.
- c. There is substantial evidence that some or all of Private Plaintiffs Bauknight⁸, Yamma⁹, Terry¹⁰ and Tommie Rae¹¹, and their agents, are actively involved in the manipulation of the value of James Brown's securities and other assets for improper purposes.
- d. Private Plaintiff (Yamma) has valued James Brown's assets at 30 times (\$200 Million) Private Plaintiff Bauknight's \$6.5 Million value.
- e. Plaintiff Bauknight represented to the IRS that Brown's worldwide music empire and \$12+ Million claim against former PR/Trustees Dallas and Cannon was worth less than \$4.7 Million at his death.
- f. 1 minor Plaintiff is a possible witness (not a suspect) in an

⁸ Bauknight said in January 2009 he didn't know the value, but had heard Brown's assets were worth \$80 Million.

⁹ After being part of a prospectus to raise \$200 Million to acquire the James Brown assets, Yamma apparently now joins Bauknight in asserting those same assets were worth only \$6.5 Million. [See Prospectus, Exhibit A] 3 witnesses on Wingate's Witness List [Exhibit B] are also named in the \$200 Million Prospectus (Joel Katz and Alvin & Calvin Waters)

¹⁰ Plaintiff Terry was part of 2 \$90 Million - \$102 Million offers to buy Brown's assets. His son Forlando is a 39% owner of the purchase entity. Terry now apparently claims a right to buy Brown's worldwide music empire at Bauknight's new \$4.7 Million .

¹¹ In February 2007 Tommie Rae, through an attorney, asserted Brown's "book of music" (Royalties), had a value as high as \$100 Million. [Tr. 2/9/07, Case 122] Royalties are about 1/2 of Brown's worldwide music empire, the other half being his image and persona ("Publicity Rights"). In 2009 Tommie Rae, Terry and Bauknight stopped a 2-year Publicity Rights contract with GreenLight (May 2009 - May 2011) which has earned tens of millions annually for Einstein, Steve McQueen and others. The interference now appears to have been part of a devaluation scheme culminating in Bauknight's May 4 disclosure of the music empire at \$4.7 Million.

unfortunate shooting death and ongoing murder investigation (adult charged) which took place at his 16th birthday party this year.

- g. Plaintiff Terry was part of a scheme to sell the James Brown assets for \$100 Million; create an IPO; and pay options or a "kickback" to former PR/Trustees Cannon and Dallas.
- h. Wingate's Witness List names as a witness for AG McMaster Cannon, indicted in 2010 for felonies against Brown for every year from 1999 - 2006 and a 2008 forgery, now awaiting trial.
- i. Wingate's Witness List names as a witness for AG McMaster Albert Dallas, found by the Court to have committed fraud under Probate Code §62-1-106 in James Brown cases, and who is being sued by the Estate/2000 Trust for secretly misappropriating more than \$12 Million from James Brown.
- j. Wingate – 14 months after filing suit has apparently failed to pay disclosed experts Hobbs and Provence. See AG's standard Retention Agreement.
- k. Wingate - lacking experience in the James Brown cases – has made misrepresentations to this Court, including about the status of other cases in a proposed order which the Court in this case signed.¹²

15. I am informed and believe that, like other Retention Agreements, the Wingate Agreement is a public record.

16. In my more than 30 years as an attorney for litigants in trust and estate matters, I have never known an AG to be a co-Plaintiff using joint private counsel in a tort suit for money damages against a South Carolina citizen.

17. Although I have been involved in a number of matters in which the AG was involved, I do not recall any time when – as here – the AG is party to a case but the AG (or an associate) is not counsel of record for the AG only.

¹² See Order Denying Motion to Dismiss, proposed by Wingate, in which the Court found that four Aiken County cases were no longer pending when all were active.

18. I do not recall in 30 years seeing any private citizen – as Bauknight does here – assert in a case that he acts “on behalf of the Attorney General of the State of South Carolina.”

19. I am informed and believe that AG McMaster’s contingency-fee Litigation Agreement with Wingate as Special Counsel should contain significant provisions, as found in other AG Contracts, to allow the AG to end a case without merit and to protect Bob and me from the use of the State’s power to support abusive acts of private counsel and Private Plaintiffs. [See AstraZeneca agreement AG McMaster signed on October 20, 2006 (“AZ”), which did not involve Private Co-Plaintiffs.]

20. Portions of the AZ agreement, with emphasis supplied, are:

RECITALS

WHEREAS, the Attorney General has concluded it is in the best interest of the State ...to retain Special Counsel specifically for this litigation matter

...
WHEREAS, Special counsel specifically represents that he has the skill, experience and competence necessary for the meaningful prosecution of this matter.

Article II. SERVICES

...
2. ... Special counsel shall provide legal services to the Attorney General... for the purposes of seeking injunctive relief, monetary relief, and other relief against all entities in this litigation. ...

3. ... All pleadings, motions, briefs, formal documents and agreements must bear the signature of the Attorney General or his designated assistant.

Article III. CASE MANAGEMENT

...F. **Public Records**
Any material, date, files, discs, or documents created, produced or

gathered by Special Counsel, or in Special Counsel's possession in furtherance of this litigation. . . shall be considered the exclusive property of . . . South Carolina. Special Counsel agrees to adhere to South Carolina's Freedom of Information Act, South Carolina Code of Laws §30-4010 et seq.,...This agreement shall be considered a public document.

...

Article IV. COMPENSATION

. . . Special Counsel shall receive no compensation unless the State of South Carolina receives a settlement or damage award. . .

...

... the Attorney General shall retain 10%of Special Counsel's fees. . .

C. ...Special Counsel shall not be entitled to and shall not accept compensation or reimbursement from any other source.

Article V. EXPENSES AND COSTS

A. Advancement of Expenses and Costs

Special Counsel shall advance all costs ... including expert witness fees . . . Special Counsel's agreement to advance ... costs has been taken into consideration in establishing the fee schedule...

...

Article VI. TERMINATION

A. Termination by the Parties

The Attorney General reserves the right to terminate this Agreement at any time, in his sole discretion, and without cause or duty or explanation.

21. My FOIA request for the Legacy Trust was met with a threat on behalf of Bauknight to file an abuse of process suit against me. ¹³

22. Particularly troublesome in light of Private Plaintiffs' devaluation scheme is

¹³ See Exhibit C. The FOIA response came from one of Bauknight's 10 (according to Bauknight) attorneys at Nexsen Pruet (NP). NP serves as counsel to Plaintiff AstraZeneca Pharmaceuticals, LP in the Spartanburg County, S.C. case entitled AstraZeneca, LP, Plaintiff v. Alan Wilson, in his capacity as Attorney General of the State of South Carolina, Civil Action No. 2011-CP-42-1213 which is referenced herein.

the AG's false allegation, through Wingate, and Bauknight, purportedly speaking on behalf of the AG, that Bob and I overvalued Brown's assets to the IRS under oath by nearly \$80 Million for the improper purpose of getting a big commission.¹⁴

23. I am informed and believe that when such false accusations are made on behalf of the State's chief law enforcement officer, who also enforces tax and fraud laws, they are clearly intended to threaten and intimidate Bob and me, and we are entitled to know if AG McMaster authorized them and AG Wilson condoned them.

24. On July 21, 2011, defending the AG's use of private counsel in a filing in the AZ case, AG Wilson stated:

On occasion, the Attorney General, in carrying out his responsibility, has found that it is necessary to hire outside counsel on a contingency-fee basis. These attorneys. . . take on substantial risks, litigating these matters against multi-billion dollar entities, which employ scores of national law firms. ¹⁵ [Footnote 1 in text] ... Private counsel undertake this representation under the direction and control of the Attorney General. . . . [Reply, p.3] [Emphasis supplied.]

25. In support of his AZ Retention Agreement, AG Wilson stated:

Because the Attorney General is in control of the litigation, and possesses final authority over the case, there is no risk of bias or improper enforcement.

26. AG Wilson – deploring the imbalance of power when a financial giant is

¹⁴ In an Order dated January 8, 2008 in Case No. 122, Judge Early awarded us \$317,000 and unpaid costs for our service as Special Administrators of Brown's Estate from March 7, 2007 - November 20, 2007. Acknowledging our increased commitment as PR/Trustees, the Court also awarded Bob and me ongoing "time plus costs" payments, with interest at the legal rate on unpaid amounts. Neither AG McMaster nor any Interested Person objected to the January 8 Order. As of September 1, 2009, as reflected in the Aiken County records, Bob and I were entitled to approximately \$2.1 Million, plus future interest. [See Order dtd. 1/8/08, Case 122.]

¹⁵ 1 For example, in contrast to the figures cited by Defendants... Astra Zeneca reported in mid-2009. . . that it had already spent \$593 million defending Seroquel matters.

pitted against the AG's office with its \$7 Million annual budget – stated:

AstraZeneca seeks to ensure that itself, or any other major corporation engaging in widespread unfair and deceptive conduct, maintains such a massive advantage in resources that this [AG Wilson's] Attorney General's Office – and others around the country – are simply without resources to effectively enforce their state statutes.

27. I attended a hearing in July 2011 on the AG's motion to dismiss AZ's case challenging private counsel and heard AG Jones speak of the unfairness of giant entities such as AZ attempting to intimidate relatively small ones like the AG's office.

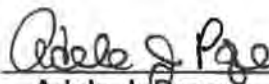
28. In this case against Bob and me, AG McMaster's office is the giant.

29. I am informed and believe that if the Court requires the Wingate Retention Agreement(s) and other requested documents to be delivered before the injunction hearing, it will help the parties and Court address the following essential questions related to the injunction request:

1. Is Bauknight's assertion that he speaks on behalf of AG McMaster legal?
2. Did all Private Plaintiffs sign the Retention Agreement (as is required for a contingent fee), and did they cede control to the AG so that the State would not trample on our Constitutional rights as citizens?
2. Is any public policy articulated for the State/AG joining Private Plaintiffs in this tort suit for money damages against us?
3. Is any Public Policy violated or served by AG McMaster's sharing a single private law firm and attorney-client privilege with Private Plaintiffs?
4. Did AG McMaster violate his own policy and/or the Retention Agreement by not maintaining control over the litigation and signing the complaint?
5. What does the Retention Agreement provide if Private Plaintiffs/Bauknight become targets of securities, tax or fraud investigations and their witnesses are under indictment or investigation in South Carolina?
6. How are the funds recovered from Bob and me, if any, shared?

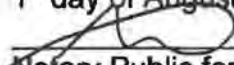
7. How is our judgment against Plaintiffs, if any, to be paid?
8. May Wingate properly assert the State's privileges and immunities to attempt to relieve Private Plaintiffs from default?
9. Did AG McMaster approve seeking money damages against us for not signing an agreement not to criticize AG McMaster ?
10. Does the Retention Agreement designate Bauknight to speak on behalf of, or bind, the AG and State?
11. What action, if any, has AG Wilson taken to amend the Retention Agreement or Bauknight authorization to act on behalf of the AG?

FURTHER DEPONENT SAYETH NOT.



Adele J. Pope

SWORN TO BEFORE ME this
1st day of August, 2011

 (L.S.)

Notary Public for South Carolina

My commission expires: 7/13/2016

5. Although it has been clear for years that Bob and I were properly appointed and would – and did – protect and defend the 2000 Trust and James Brown’s estate plan, the Forlando Suit is still pending in S. C. Federal District Court.

6. Forlando is not a party to this suit, but his father and joint venturer Terry Brown is one of Wingate’s approximately dozen private clients in the Wingate Suit.

7. Forlando and Terry are joint venturers with felon David Cannon, former trustee Buddy Dallas and others in a scheme for TJBL, LLC to buy the James Brown assets; create an IPO; and pay options or a “kickback” to Cannon and Dallas.

8. When Wingate brought this suit in May 2010, Wingate had knowledge, as defined in the S. C. Trust Code, and accepted, that his private clients had many conflicts of interest.

9. Despite these conflicts, and additional conflicts which have developed since, Wingate elected to represent all Wingate private clients in this suit.

10 Wingate, apparently with the consent of its private clients, elected to assert that Bauknight, one of Wingate’s private clients, could speak on behalf of the AG/State, and that Wingate, while seeking tort damages for the Wingate private clients, could simultaneously represent the State/AG.

11. To date neither Wingate nor Bauknight has produced any documentation to suggest that either’s purported representation of the State/AG while pursuing funds in a tort suit for private clients, is legal, authorized, or proper, or – more importantly, that either Wingate or Bauknight has the authority, acting without an AG as co-counsel and directing the case, to bind the AG/State of South Carolina in Bob’s and my counterclaims for which Wingate is now seeking relief from default, as follows:

- a. Abuse of Process
- b. Civil Conspiracy
- c. Intentional Interference with Contract
- d. Violation of § 62-1-106, fraud under the S. C. Probate Code
- e. Attorneys' fees.

11. Wingate had knowledge when he filed the Wingate Suit that his client Terry and Forlando were represented in ongoing James Brown matters by Georgia lawyers Bryan Cave, LLP, formerly Powell Goldstein ("Bryan Cave") and David B. Bell, Esquire.

12. Wingate also had knowledge of the actions, including dirty tricks, of Terry, Forlando, Cannon, some of the Bryan Cave attorneys and Bell since James Brown's death on December 25, 2006, to include:

- a. In early 2007 Forlando and Wingate clients Deanna, Yamma, Terry and others hired Louis Levenson, and agreed to pay him a 30% contingency fee if he could dismantle Brown's estate plan and get it for them.
- b. By June 2007 Terry and Forlando had fired Levenson; hired Bell; become aligned with felon David Cannon, Buddy Dallas and others to attempt to sell Brown's assets; create an IPO and pay options or a "kickback" to Cannon and Dallas.
- c. In July 2007, as the Cannon/Dallas wrongdoing was being uncovered Powell Goldstein lawyer Wm. Shearer sent secret documents to move the 2000 Trust to Georgia to escape court scrutiny.
- d. In a September 2007 interview Forlando told reporters Cannon was honest and courageous.
- e. In 2007 Bell filed an elective share claim for Velma Brown, Brown's first wife, even though she had divorced Brown and the decree was on file in the Richmond Cty. courthouse near Bell's office.
- f. On December 5, 2007 Forlando was given 39% of TJBL, the purchase entity seeking to buy Brown's assets, with Forlando's only contribution being the fabricated lawsuit filed on his behalf by Powell Goldstein and Bell on Jan 2, 2008.

g. In December 2007 Powell Goldstein attorney Jennifer Dempsey secretly helped Dallas prepare a scurrilous brief trying to force recusal of Jg. Early.

h. The complaint in the Forlando Suit attached a fake Schedule B to the 2000 Trust which Dallas & Cannon had fabricated after Brown's death to make it appear that Brown's publicity rights – about half the value of his \$100 Million music empire– had been put in the 2000 Trust before Brown died.

i. In early 2008, to advance their position in the civil suits, Bell, for Terry, Forlando and a brother, filed six grievances with two separate states [Ga. & S.C.] against Levenson.

j. In the grievances and a related motion Bell falsely accused Levenson of forging Forlando and his brother's names to the Levenson fee agreement.

k. By March 2008 Powell Goldstein had re-billed Brown's estate \$48,225, and in addition to Cannon and Dallas, was representing Forlando, Terry, and TJBL.

l. Since 2009 Bell has simultaneously filed documents and motions for Forlando in both the State Court and the Forlando Suit to uphold Brown's estate plan, while at the same time filing documents for Terry seeking to dismantle the estate plan and allow Terry to buy Brown's assets.

m. Until fired, Bryan Cave asserted in the Forlando Suit that Brown's 2000 Trust must be upheld, while simultaneously advising Terry in his attempts to dismantle the 2000 Trust in S. C. State Court, and buy the James Brown assets.

n. In 2009 Bell threatened Bob with a judicial grievance if Bob did not immediately resign as PR/trustee. [Bob delivered the threat to Jg. Early & counsel.]

13. Since the Wingate Suit was filed in May 2010, Terry, Forlando, Bell and Bryan Cave, joined by Wingate and other Wingate private clients — have continued their questionable actions as follows:

a. Bell now asserts for Terry that Brown's worldwide music empire was worth less than \$4.7 million when Brown died, while Forlando continues to assert its value is at least 20 times that much.

b. Terry, who participated in 2 \$90 Million - \$100 Million TJBL offers to buy the James Brown assets has now told the S. C. Supreme Court that there never was an offer to buy the assets – even though the Wingate Suit complaint refers to one.

c. Wingate client Deanna told the media on November 1, 2011, without any factual

support, that if the settlement she is promoting to dismantle Brown's estate plan is set aside "the charitable trust would not have a dime by 2015."

d. On November 1, 2011, Bauknight, now trustee for Terry, through counsel, made the following representations to the S.C. Supreme Court which, on information and belief, Bauknight had knowledge were either false or misleading:

(1) Of Brown's Estate/2000 Trust he said: "there is no corpus to speak of."

(2) Of the Terry/TJBL offers to buy the Brown assets he said: "Nobody's trying to buy it."

(3) Of the \$100 Million value placed on the Brown assets by all fiduciaries other than Bauknight, as well as Forlando, he said: "the Hundred Million dollars is a figure that has come out of the air."

(4) Refusing to acknowledge that Brown's Publicity Rights have at least as much value as his U.S. Royalties, he said that termination rights related to Brown's copyrights are "all this Estate is about."

(5) Failing to admit that termination rights do not apply to derivative works and in other instances, and that Bauknight has improperly determined Brown's heirs under Federal Copyright law, he said that as a result of copyright termination laws: "in about 20 years the Charitable Trust gets nothing."

e. Bauknight has asserted that Brown's worldwide music empire, claims against Cannon, Dallas Katz and others and Brown's tangible personal property, together, were worth less than \$4.7 million when Brown died.

f. Wingate has listed felon David Cannon as a witness against Bob and me in the Wingate Suit, but refuses to divulge what he will say.

g. Terry, Deanna, Tommie Rae and other Wingate private clients have simply refused to appear at noticed depositions or to produce a single document other than the witness list.

h. Wingate has listed as the Estate's witness against Bob and me Joel Katz, even though Bauknight recently moved to amend a complaint against Katz and his law firm to allege about \$5 million in lost sampling royalties caused by the Katz firm.

i. Bell has asked Jg. Bertelsman to allow him to withdraw because he was terminated by Forlando, but has not filed any similar request in State Court, suggesting vthat the "termination" was merely to delay a scheduled status conference or as a tactic in the Forlando/Terry/Cannon venture to obtain the

James Brown assets.

14. The Wingate Suit, like the Forlando Suit, has to some extent met its intended result, namely:

- a. To damage my reputation by falsely accusing me of improper acts, including criminal understatement of James Brown's assets;
- b. To destroy my ability to continue to practice law as I was accustomed, especially damaging my ability to serve as a consultant and expert – which was becoming an important focus of my career;
- c. To damage Bob's distinguished career.
- d. To punish Bob and me for conducting the Case 1647 appeal, which intended result is clear from the face of the Wingate Suit Complaint

15. The Forlando Suit resulted in my loss of traditional legal negligence insurance, and a fourfold increase in my insurance costs the following year. The Wingate Suit, just by the filing, resulted in the cancellation of my insurance and rendered me unable to buy affordable professional negligence insurance.

16. In addition, this Wingate Suit has directly caused me to lose time and effort in the *pro se* defense of yet another lawsuit, in which Cincinnati, which cancelled my insurance, challenges coverage as to the Wingate Suit.

17. I am informed and believe that if the Court allows Wingate to escape responsibility by withdrawing, he and the Wingate private plaintiffs will enjoy a long delay in their already 6-month refusal to appear at noticed depositions and 12-month failure to comply with basic discovery requests in the suit they brought.

18. The delay on the part of Wingate and the Wingate private clients prejudices Bob, me and others who are entitled to payments for priority expenses of administration, including judgments ordered by the Aiken Court – some bearing interest at the legal rate

– and the Estate of James Brown.

19. On information and belief, the closing of James Brown's Estate – already open for 5 years on January 18, 2012 – must be delayed until a final judgment as to our counterclaims against the Wingate private clients, and failing to direct Terry Brown, Tommie Rae and others to appear at depositions will prolong the lost time and damage.

20. In the more than 18 months since bringing the Wingate Suit, Wingate and his private clients have simply refused to appear at noticed depositions or produce a single document to support their scurrilous claims – other than a witness list.

21. I am informed and believe that Wingate, having contracted to represent these private clients who do not and cannot represent the public interest, cannot represent the State of South Carolina/AG in this tort suit against me for one or more of the following reasons:

- a. It violates my due process rights, and Bob's, as well as the public interest.
- b. Is not legal for a private lawyer to act as an attorney general while serving private individuals, and attempting to collect funds for their benefit.
- c. It violates my equal protection rights.
- d. It violates the S. C. Constitution's separation of powers provisions.
- e. Every other reason raised by Bob or me in our Motion to Dismiss, Answer and Counterclaim, Briefs in Support of Dismissal; and Briefs in Support of Injunction as to Wingate and Bauknight.

22. I am informed and believe that it would be unjust to allow either Wingate or his private clients to escape or delay responsibility for what both have done to damage Bob and me just because Wingate and Bauknight asserted in the suit they brought for the Wingate private clients that Wingate and Bauknight were speaking for the AG/State when

they had no authority to do so.

23. I ask the Court to take judicial notice of all of the AG's published contingency fees agreements with outside counsel, posted on AG Wilson's website; and to note that Wingate, in bringing and continuing the Wingate Suit , has violated some of the standard, essential terms contained in every one of them.

24. I ask the Court to take judicial notice that no known AG Litigation Retention Agreement allows a private lawyer to sign pleadings or appear without the AG, or authorizes a private citizen such as Bauknight to speak on behalf of the State/AG.

25. I ask the Court to take judicial notice that all known Litigation Retention Agreements assert that they are public documents.

26. I am informed and believe that if the Court directs the prompt deposition of Terry Brown and other Wingate private plaintiffs we have noticed it will serve the ends of justice, as well as judicial economy.

27. It was Wingate and Wingate's private clients who elected to bring this suit, and they should be required to see it through, including joint and several responsibility for the counterclaims Bob and I have asserted.

28. I am informed and believe that if Wingate is allowed to abandon his private clients it may take months for them to find counsel who will accept responsibility for this suit, posing an even greater hardship on Bob, me and the Estate of James Brown.

29. It has taken Bob and me almost four years to fully uncover the egregious facts of the Forlando Suit – namely that Forlando, then a 21-year-old student, was given a 39% interest in TJBL, LLC with no contribution other than serving as a front-man for felon David Cannon and Buddy Dallas to sue Bob and me with the intention that we be

discredited and resign; that the James Brown assets be sold to TJBL; and that Cannon and Dallas be paid the options or "Kickback" they demanded.

30. I am informed and believe that Terry Brown – through Wingate – is now continuing that quest for himself, Cannon, Dallas and Forlando, in the Wingate Suit.

31. Forlando's recent firing of Bryan Cave and Bell suggests that the deposition of Terry Brown, noticed more than 7 months ago in April 2011 – and the noticed depositions of Wingate's other private clients – should go forward and may promptly uncover material facts related to the Wingate Complaint and our counterclaims, as to which Wingate's private clients are currently seeking relief from default.

32. I am sixty eight years old, and my practice – especially consulting and serving as an expert – is largely on hold because of the Forlando Suit and the false allegations Wingate and Wingate's private clients have made against me. I wish to resume that part of my career.

33. I am informed and believe that enjoining Wingate and Bauknight from representing and/or speaking on behalf of the AG/State is proper, but should not delay the depositions or other discovery related to the Wingate's private clients.

34. Wingate has already proceeded on behalf of the Wingate private clients without the State by both appearing and filing a motion on behalf of his private clients in a Newberry County suit. This motion – still pending – and his other actions make it clear that he can continue solely on behalf of the Wingate private clients both here and elsewhere.

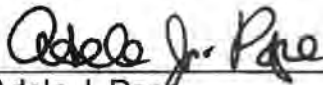
35. I am informed and believe that the if the Wingate private clients are allowed to continue to evade noticed depositions in this 18-month-old case the closing of the Estate

of James Brown, which has been open in Aiken County since January 2007, could be delayed another five years.

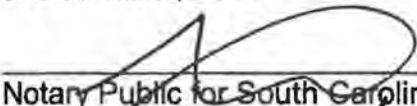
36. In summary, I respectfully submit that justice and judicial economy will be served by the Court's:

- a. Enjoining Wingate from serving as counsel for the State/AG in this suit;
- b. Enjoining Bauknight from speaking on behalf of the current or former AG/State;
- c. Directing that Terry Brown, Tommie Rae and Wingate's other private clients forthwith appear at depositions at times and places set by the Court.
- d. Hearing all discovery motions related to Wingate's private plaintiffs and ordering them to comply with the discovery they have evaded.

FURTHER DEPONENT SAYETH NOT.


Adele J. Pope

SWORN TO BEFORE ME this 5th day
of December, 2011

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

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

RUSSELL L. BAUKNIGHT, as Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf of Alan Wilson, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James Brown II; Daryl J. Brown, individually and on behalf of his minor child Janise Vanisha Brown; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor children Sydney Lumar and Carrington Lumar; Tonya Brown; Venisha Brown Larry Brown; and Terry Brown

and

ALAN WILSON, in his capacity as Attorney General of the State of South Carolina; TOMMIE RAE BROWN, individually and on behalf of her minor child, JAMES BROWN II; DARYL J. BROWN, individually and on behalf of his minor child JANISE VANISHA BROWN; LINDSEY DELORES BROWN; DEANNA J. BROWN THOMAS; JASON BROWN-LEWIS; YAMMA N. BROWN, individually and on behalf of her minor children SYDNEY LUMAR and CARRINGTON LUMAR; TONYA BROWN; VENISHA BROWN; LARRY BROWN; and TERRY BROWN,

Plaintiffs

v.

Adele J. Pope and Robert L. Buchanan,
Jr.,

Defendants.

THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

Civil Action No.: 2010-CP-40-04900

JEANETTE M. McBRIDE
C.C.P. & G.S.

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RICHLAND COUNTY
FILED

PROPOSED INTERVENORS'
MEMORANDUM OF LAW IN
SUPPORT OF THE MOTION TO
INTERVENE IN THE FOIA ACTION
CONCERNING PROPOSED
INTERVENORS' FEE AGREEMENT
WITH COUNSEL

For the foregoing reasons, Proposed Interveners respectfully request that the Court grant Proposed Interveners' Motion to Intervene in the Freedom of Information Act case, formerly captioned as Newberry Case No. 2011-CP-36-00379 and now consolidated with this case ("Case No. 4900").

FACTS BEARING UPON THE MOTION

This case is but one of many stemming from the probate of the Estate of the late singer and entertainer James Brown. This action involves claims by the current Personal Representative and Trustee (Plaintiff Russell Bauknight) against the prior PR/Trustees, Defendants Adele Pope and Robert Buchanan. In the discovery of this case, Defendant Pope has sought a copy of the Fee Agreement between Plaintiffs and their counsel. In an apparent effort to circumvent normal discovery, Defendant Pope filed a Freedom of Information Act ("FOIA") lawsuit in Newberry County. The Proposed Interveners moved to intervene in that action. By Order of Judge Addy, dated November 22, 2011, this Newberry FOIA action was transferred and consolidated with Case No. 4900, with this Motion to Intervene to be heard by this Court. As explained below, the Proposed Interveners have made this Motion to protect their unique interests to their privileged documents.

STANDARD OF REVIEW

According to Rule 24(a) of the South Carolina Rules of Civil Procedure, "anyone shall be permitted to intervene in an action . . . when the applicant claims an interest relating to the property or transaction which is the subject of the action and he is so situated that the disposition of the action may as a practical matter impair or impede his ability to protect that interest . . ." Rule 24(a), SCRPC.

ARGUMENT

THE PROPOSED INTERVENORS HAVE AN INTEREST IN THE SUBJECT MATTER OF THE FOIA ACTION SUCH THAT THEY MUST BE ALLOWED TO JOIN THE ACTION TO ADEQUATELY PROTECT THEIR INTERESTS.

As previously mentioned, Defendant Pope is attempting to use a FOIA request to circumvent the rules of civil discovery.¹ Upon information and belief, Defendant Pope seeks to use this FOIA request to access the agreement between Proposed Interveners and their counsel. As set forth more fully in Plaintiffs' Memorandum of Law in Opposition to Defendant Pope's Motion to Compel/In Support of Plaintiffs' Motion for a Protective Order concerning the Fee Agreement, Plaintiffs are asserting attorney-client privilege and work-product doctrine protection over the private portion of the fee agreement.

The nature of Proposed Interveners' claims of attorney-client privilege and work-product protection over the Fee Agreement provides the impetus for this Motion to Intervene.² Proposed Interveners are facing the distinct possibility of having their privileged documents disclosed to an opposing party, *without Proposed Interveners having the opportunity to be heard on the issue.* In other words, if Proposed Interveners are absent from the FOIA action and Defendant Pope prevails, Proposed Interveners will have had no opportunity to protect their attorney-client privilege and work product from disclosure to the opposing party in the primary case. Proposed Interveners assert that the only remedy to this problem is to allow them to litigate the FOIA action, since they are undoubtedly parties in interest in the subject of the FOIA dispute.

CONCLUSION

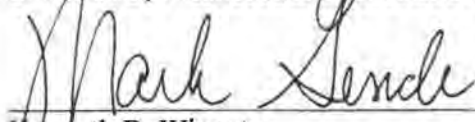
¹ This attempt to circumvent the rules of civil discovery is improper under South Carolina law. "It is well settled case law that the FOIA is not intended as a substitute for discovery and was not enacted to provide procedures for obtaining information during litigation or to benefit private litigants." Lominack v. Myars, 2002-CP-32-1890 (Order of Judge Westbrook, filed Oct. 30, 2002) (citing U.S. v. Murdock, 544 F.2d 599 (5th Cir. 1976); Frehauf Corp. v. Thornton, 507 F.2d 1253 (6th Cir. 1974); NLRB v. Sears Roebuck & Co., 421 U.S. 132 (1975)).

² Proposed Interveners also note that materials subject to a claim of work-product doctrine protection or attorney-client privilege are exempt from disclosure under the Freedom of Information Act. S.C. Code Ann. § 30-4-40(a)(7) (Rev. 2007).

For the foregoing reasons, Proposed Interveners assert that they must be allowed to intervene in this FOIA action in order to adequately protect their interests.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



Kenneth B. Wingate

Mark V. Gende

Aaron J. Hayes

1515 Lady Street

Post Office Box 12129

Columbia, South Carolina 29211

(803) 256-2233

**ATTORNEYS FOR PROPOSED
INTERVENERS**

Columbia, South Carolina
April 11, 2012

Exhibit 2
Exhibit E

STATE OF SOUTH CAROLINA
COUNTY OF NEWBERRY

Adele J. Pope,

Plaintiff,

vs.

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

Defendants.

IN THE COURT OF COMMON PLEAS

Case No. 2011-CP-36-00364

**AFFIDAVIT OF RUSSELL L.
BAUKNIGHT**

PERSONALLY APPEARED BEFORE ME, the affiant, Russell L. Bauknight, who,
being sworn, deposes and states the following:

1. I am a resident of Richland County, South Carolina;
2. The principal place of administration and usual place of business for the below mentioned Estate and Trusts is located at 1517 Gervais Street, City of Columbia, Richland County, South Carolina 29201;
3. For nearly three years I have served as the court-appointed Personal Representative and Trustee of the James Brown Estate and August 1, 2000, Irrevocable Trust Agreement (Trust);
4. For nearly three years I have also served as the Trustee for the James Brown Legacy Trust. The Legacy Trust was created pursuant to a settlement agreement that ended years of litigation surrounding the validity of James Brown's Will and Trust.
5. As its Trustee, I manage, control, and oversee the Legacy Trust. While the South Carolina Attorney General has a right to remove and replace me, the beneficiaries of the Legacy Trust—the James Brown Children, for example—also have the right to remove me pursuant to the Trust Code.
6. Ms. Adele Pope appealed the settlement agreement and that appeal is pending at

000412

ELECTRONICALLY FILED - 2020 Mar 03 10:18 AM - RICHLAND - COMMON PLEAS - CASE#2010CP4004900



ALAN WILSON
ATTORNEY GENERAL

March 7, 2013

The Honorable L. Casey Manning
Judge, Fifth Judicial Circuit
P.O. Box 192
Columbia, SC 29202

Re: Pope v. Wilson, Attorney General and Bauknight 2012-CP-40-350 (Pope FOIA I)
Pope v. Wilson 2010-CP-40-4900 (Pope FOIA II consolidated with *Bauknight*)

Dear Judge Manning:

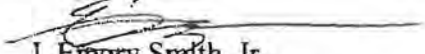
I am hopeful that these cases can be resolved as a result of the hearing set for March 18, 2013.

As you know the Attorney General, strongly supports the Freedom of Information Act as have his predecessors. Without waiving our existing jurisdictional and other defenses to this litigation including all motions, we believe that our Answer and attachments in the Pope I suit that I am filing by mail today and proposed Amended Answer and attachments in Pope II, respond to the FOIA's at issue. These filings in Pope I make clear that we have no documents that could be considered responsive to that FOIA except for a draft of the Legacy Trust attached to our Answer herein. These filings in Pope II provide all the documents that we have that could be considered responsive to that FOIA except for a three page private part of the alleged attorneys fee contract which we have no objection to disclosing if your Honor rules that it may be released. We respectfully request a ruling from the Court regarding the production of this document in the main action in case 4900. We will be prepared to submit this document to the Court and Plaintiff at the hearing on the 18th if the Court rules that it may be produced.

A number of motions are scheduled for the hearing and two new ones are designed to get the above responses before the Court. Although we do not waive these motions, we believe that they may be heard in a relatively summary manner because we have responded to the FOIAs at issue. I am enclosing copies of the additional filings for your reference and an updated motions list reflecting the two additional motions which has not been reviewed by Plaintiff's counsel.

Thank you for your consideration of these matters. If you have questions, please let me know.

Respectfully submitted,


J. Emory Smith, Jr.

Assistant Deputy Attorney General

cc: Adam T. Silvernail, Esquire
Keith M. Babcock, Esquire
Ariail E. King, Esquire
J. Calhoun Watson, Esquire
The Honorable Jeanette W. McBride

Daryl L. Williams, Esquire
Robin A. Braithwaite, Esquire
Kenneth B. Wingate, Esquire
Mark V. Gende, Esquire